Company Tracking #: OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# Filing at a Glance

Company: American Reliable Insurance Company

Product Name: SCO - Commercial Farm Auto

State: Oklahoma

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0000 Commercial Auto Combinations

Filing Type: Form

Date Submitted: 06/16/2014

SERFF Tr Num: ASPX-G129592222

SERFF Status: Closed-Approved as Amended

State Tr Num: ASPX-G129592222

State Status: Closed

Co Tr Num: OK07174AR00016

Effective Date 11/15/2014

Requested (New):

Effective Date 01/15/2015

Requested (Renewal):

Author(s): SPI AssurantPC

Reviewer(s): Marletta Bruner, CIC (primary)

Disposition Date: 07/18/2014

Disposition Status: Approved as Amended

Effective Date (New): 11/15/2014 Effective Date (Renewal): 01/15/2015

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

## **General Information**

Project Name: SCO - Commercial Farm Auto

Status of Filing in Domicile:

Project Number: OK07174AR00016

Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 07/31/2014

State Status Changed: 07/31/2014 Deemer Date:

Created By: SPI AssurantPC Submitted By: SPI AssurantPC

Corresponding Filing Tracking Number:

State TOI: 20.0 Commercial Auto State Sub-TOI: 20.0000 Commercial Auto Combinations

Filing Description:

American Reliable Insurance Company is submitting a revised filing for our currently approved Commercial Farm Auto Program in Oklahoma.

# **Company and Contact**

## **Filing Contact Information**

Theresa Elijah, Regulatory Analyst Theresa. Elijah@assurant.com 8655 East Via De Ventura 480-483-8666 [Phone] 632 [Ext]

Scottsdale, AZ 85258 480-443-3785 [FAX]

**Filing Company Information** 

American Reliable Insurance CoCode: 19615 State of Domicile: Arizona

Company Group Code: 19 Company Type: 11222 Quail Roost Dr Group Name: Assurant, Inc. Group State ID Number:

Miami, FL 33157 FEIN Number: 41-0735002

(305) 253-2244 ext. [Phone]

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: Form Filings = \$50.00

Per Company: Yes

CompanyAmountDate ProcessedTransaction #American Reliable Insurance Company\$50.0006/16/201483155053

# **State Specific**

Are specific form details identified on and each form separately attached to the Form Schedule?: Yes Are specific rate/rule details identified on and each manual page separately attached to the Rate/Rule Schedule?: NA-Form Filing

Is the previous Oklahoma filing number included for each form, rate or manual rule being revised?: Yes Effective July 14, 2009, Oklahoma mandates the usage of the SERFF Electronic Fund Transfer (EFT) process for the submission of filing fees. Compliance with OAR 365:1-13-1 will insure that your filing is NOT rejected.: EFT Completed

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

Filing Type: Form Self-Certification Only - Effective 12-01-07, Oklahoma revised the form self-certification program. You must review Commissioner's Order 07-1190-PMT to insure your filing is not DISAPPROVED or CONVERTED to the prior approval process. You must select filing type FORM SELF-CERTIFICATION and NOT filing type Form for this option to the prior approval process.: NA

If your company does not have a NAIC company code, check the box that you do not have a NAIC company code. DO NOT use an invalid NAIC company code. Please also make sure the FEIN number is correct.: 19615

How to calculate filing fees? Calculate your insurer's state domicile filing fee and display on the Fee Calculation Explanation filed. Calculate Oklahoma State filing fee, then submit the large filing fee.: EFT Completed

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

# **Correspondence Summary**

**Dispositions** 

Status	Created By	Created On	Date Submitted
Approved as Amended	Marletta Bruner, CIC	07/18/2014	07/31/2014

# **Objection Letters and Response Letters**

Objection Letters Response Letters

Status	Created By	Created On	<b>Date Submitted</b>	Responded By	Created On	Date Submitted
Pending Industry Response	Marletta Bruner, CIC	07/25/2014	07/25/2014	SPI AssurantPC	07/25/2014	07/25/2014
Pending Industry Response	Marletta Bruner, CIC	07/24/2014	07/24/2014	SPI AssurantPC	07/24/2014	07/24/2014
Pending Industry Response	Marletta Bruner, CIC	07/18/2014	07/18/2014	SPI AssurantPC	07/21/2014	07/21/2014
Pending Industry Response	Marletta Bruner, CIC	07/09/2014	07/09/2014	SPI AssurantPC	07/09/2014	07/09/2014
Pending Industry Response	Marletta Bruner, CIC	07/03/2014	07/03/2014	SPI AssurantPC	07/08/2014	07/08/2014
Pending Industry Response	Marletta Bruner, CIC	06/20/2014	06/20/2014	SPI AssurantPC	07/02/2014	07/02/2014

**Filing Notes** 

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Subject	Note Type	Created By	Created On	Date Submitted
Effective Date Correction	Note To Filer	Marletta Bruner, CIC	07/31/2014	07/31/2014
Effective Date Changes	Note To Filer	Marletta Bruner, CIC	07/31/2014	07/31/2014
Effective Date Change	Note To Reviewer	SPI AssurantPC	07/31/2014	07/31/2014
Extension Granted	Note To Filer	Marletta Bruner, CIC	06/25/2014	06/25/2014
Note to Reviewer	Note To Reviewer	SPI AssurantPC	06/24/2014	06/24/2014

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# **Disposition**

Disposition Date: 07/18/2014 Effective Date (New): 11/15/2014 Effective Date (Renewal): 01/15/2015

- Effective Date (New) changed from 11/01/2014 to 11/15/2014 and Effective Date (Renewal) changed from 01/01/2015 to 01/15/2015 by Bruner, CIC, Marletta on

07/31/2014.

Status: Approved as Amended

Comment: APPROVE AS AMENDED: Applicable to the form filings under the Commissioners jurisdiction and the rate/rule filings under the jurisdiction of the

Commissioner.36 O.S. Section 3610

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Third Party Authorization	No Action Taken	Yes
Supporting Document	Checklist	No Action Taken	Yes
Supporting Document	Rule 365:15-1-3(b)(9)(F)	No Action Taken	Yes
Supporting Document	A8784E Side by Side	No Action Taken	Yes
Supporting Document	A8031D Side by Side	No Action Taken	Yes
Supporting Document	A8040P Side by Side	No Action Taken	Yes
Supporting Document	Rule 365:15-1-3(b)(9)(G)	No Action Taken	Yes
Supporting Document (revised)	Rule 365:15-1-3(b)(9)(D)	No Action Taken	Yes
Supporting Document	Rule 365:15-1-3(b)(9)(D)	No Action Taken	Yes
Supporting Document	Rule 365:15-1-3(b)(9)(E)	No Action Taken	Yes
Supporting Document	OK - Owners Security Verification Form	No Action Taken	Yes
Form (revised)	Business Auto Coverage Form	Approved	Yes
Form (revised)	Garage Coverage Form	Approved	Yes
Form (revised)	Business Auto Physical Damage Coverage Form	Approved	Yes
Form (revised)	Motor Carrier Coverage Form	Approved	Yes
Form (revised)	Reinstatement of Insurance	Approved	Yes
Form (revised)	Suspension of Insurance	Approved	Yes
Form (revised)	100 Dollar Deductible for Completed Operations Does Not Apply	Approved	Yes

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Schedule	Schedule Item	Schedule Item Status	Public Access
Form (revised)	California - Individual Named Insured	Disapproved	Yes
Form (revised)	Exclusion of Federal Employees Using Autos in Government Business	Approved	Yes
Form (revised)	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)	Approved	Yes
Form (revised)	Golf Carts and Low-Speed Vehicles	Approved	Yes
Form (revised)	Audio, Visual and Data Electronic Equipment Coverage - Fire, Police and Emergency Vehicles	Approved	Yes
Form (revised)	Drive-Away Contractors	Approved	Yes
Form (revised)	Driving Schools - Non-Owned Autos	Approved	Yes
Form (revised)	Emergency Services -Volunteer Firefighers and Workers' Injuries Limited Exclusion	Approved	Yes
Form (revised)	Leasing or Rental Concerns - Conversion, Embezzlemtn or Secretion Coverage	Approved	Yes
Form (revised)	Leasing or Rental Concerns - Exclusion of Certain Leased Autos	Approved	Yes
Form (revised)	Leasing or Rental Concerns - Rent-It-There/Leave-It-Here Autos	Approved	Yes
Form (revised)	Leasing or Rental Concerns - Schedule of Limits for Owned Autos	Approved	Yes
Form (revised)	Leasing or Rental Concerns - Second Level Coverage	Approved	Yes
Form (revised)	Professional Services Not Covered	Approved	Yes
Form (revised)	Repossessed Autos	Approved	Yes
Form (revised)	Snowmobiles	Approved	Yes
Form (revised)	Registration Plates Not Issued for a Specified Auto	Approved	Yes
Form (revised)	Emergency Services - Volunteer Firefighters and Workers' Injuries Excluded	Approved	Yes
Form (revised)	Autos Leased, Hired, Rented or Borrowed with Drivers - Physical Damage Coverage	Approved	Yes
Form (revised)	Additional Insured - Lessor of Leased Equipment	Approved	Yes
Form (revised)	Additional Insured - Garages - Grantor of Franchise	Approved	Yes
Form (revised)	Coverage for Certain Operations in Connection with Railroads	Approved	Yes
Form (revised)	Physical Damage Coverage - Autos Held for Sale by Non- Dealers	Approved	Yes

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Form (revised)	Explosives	Approved	Yes
Form (revised)	Rolling Stores	Approved	Yes
Form (revised)	Wrong Delivery of Liquid Products	Approved	Yes
Form (revised)	Truckers - Excess Coverage for the Named Insured and Named Lessors for Leased Autos	Approved	Yes
Form (revised)	Truckers - Insurance for Non-Trucking Use	Approved	Yes
Form	Truckers - Insurance for Non-Trucking Use	Disapproved	Yes
Form (revised)	Truckers - Named Lessee as Insured	Approved	Yes
Form (revised)	Trailer Interchange Fire and Fire and Theft Coverages	Approved	Yes
Form (revised)	Truckers - Uniform Intermodal Interchange Endorsement Form UIIE-1	Approved	Yes
Form (revised)	Truckers Endorsement	Approved	Yes
Form (revised)	Amphibious Vehicles	Approved	Yes
Form (revised)	Trailer Interchange Coverage	Approved	Yes
Form (revised)	Transportation of Seasonal or Migrant Agricultural Workers	Approved	Yes
Form (revised)	Public Transportation Autos	Approved	Yes
Form (revised)	Broad Form Products Coverage	Approved	Yes
Form (revised)	Dealers Drive-Away Collision Coverage	Approved	Yes
Form (revised)	False Pretense Coverage	Approved	Yes
Form (revised)	Fire, Fire and Theft and Limited Specified Causes of Loss Coverage	Approved	Yes
Form (revised)	Garage Locations and Operations Medical Payments Coverage	Approved	Yes
Form (revised)	Locations and Operations Not Covered	Approved	Yes
Form (revised)	Personal Injury Liability Coverage - Garages	Approved	Yes
Form (revised)	Owners of Garage Premises	Approved	Yes
Form (revised)	Damage to Rented Premises Liability Coverage - Garages	Approved	Yes
Form (revised)	Named Driver Collision Coverage	Approved	Yes
Form (revised)	Broadened Coverage - Garages	Approved	Yes
Form (revised)	Garage Coverage Forms - Other Than Covered Autos Exposure - Total Pollution Exclusion	Approved	Yes
Form (revised)	Exclusion - Year 2000 Computer-Related and Other	Approved	Yes

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
	Electronic Problems		
Form (revised)	Exclusion - Year 2000 Computer-Related and Other Electronic Problems - Products/Work You Performed	Approved	Yes
Form (revised)	Year 2000 Limited Coverage Options - Computer - Relaetd and Other Electronic Problems	Approved	Yes
Form (revised)	Exclusion - Year 2000 Computer-Related and Other Electronic Problems - With Exception for Bodily Injury on Your Premises	Approved	Yes
Form (revised)	Year 2000 Computer - Related and Other Electronic Problems - Exclusion of Specified Coverages for Designated Locations, Products, Services or Work yor Performed	Approved	Yes
Form (revised)	Garage Coverage Form - Other than Covered Autos - Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and Hostile Fire Exception	Approved	Yes
Form (revised)	Fungi or Bacteria Exclusion - Garage Operations - Other Than Covered Autos	Approved	Yes
Form (revised)	Limited Fungi or Bacteria Coverage for Garage Operations - Other Than Covered Autos	Approved	Yes
Form (revised)	Silica or Silica-Related Dust Exclusion for Other Than Covered Autos Exposure - Garage Coverage Form	Approved	Yes
Form (revised)	Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form)	Approved	Yes
Form (revised)	Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)	Approved	Yes
Form (revised)	Single Interest Deductibles	Approved	Yes
Form (revised)	Fiduciary Liability of Banks	Approved	Yes
Form (revised)	Governmental Bodies Amendatory Endorsement	Approved	Yes
Form (revised)	Hired Autos Specified as Covered Autos You Own	Approved	Yes
Form (revised)	Individual Named Insured - Dealers Only	Approved	Yes
Form (revised)	Rental Reimbursement Coverage	Approved	Yes
Form (revised)	Stated Amount Insurance	Approved	Yes
Form (revised)	Tapes, Records and Discs Coverage	Approved	Yes
Form (revised)	Social Services Agencies - Volunteers as Insureds	Approved	Yes
Form (revised)	Garagekeepers Coverage	Approved	Yes

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Form (revised)	Split Liability Limits - Garages	Approved	Yes
Form (revised)	Employee as Lessor	Approved	Yes
Form (revised)	Pollution Liability - Broadened Coverege for Covered Autos - Garage Coverage Form	Approved	Yes
Form (revised)	Garagekeepers Coverage-Customers' Sound-Receiving Equipment	Approved	Yes
Form (revised)	Audio, Visual and Data Electronic Equipment Coverage Added Limits	Approved	Yes
Form (revised)	Loss Payable Clause - Audio, Visual and Data Electronic Equipment Coverage Added Limits	Approved	Yes
Form (revised)	Optional Limits - Loss of Use Expenses	Approved	Yes
Form (revised)	Garage Declarations	Disapproved	Yes
Form (revised)	Business Auto Physical Damage Declarations	Disapproved	Yes
Form (revised)	Motor Carrier Declarations	Disapproved	Yes
Form (revised)	Calculation of Premium	Approved	Yes
Form (revised)	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Approved	Yes
Form	Deductible Liability Coverage	Disapproved	Yes
Form (revised)	Leasing or Rental Concerns - Contingent Coverage	Approved	Yes
Form (revised)	Exclusion of Terrorism Above Minimum Statutory Limits	Approved	Yes
Form (revised)	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	Approved	Yes
Form (revised)	Drive Other Car Coverage - Broadened Coverage for Named Individuals	Approved	Yes
Form (revised)	Split Liability Limits for Government Subdivisions - Oklahoma	Approved	Yes
Form (revised)	Oklahoma Changes - Concealment, Misrepresentation of Fraud	Approved	Yes
Form (revised)	Resident Agent Countersignature Endorsement	Disapproved	Yes
Form (revised)	Common Policy Declarations	Approved	Yes
Form	Commercial Insurance Application	Filed Informational	Yes
Form	Business Auto Section	Approved	Yes
Form (revised)	Commercial Farm Automobile Policy	Approved	Yes
Form	Commercial Farm Automobile Policy	Disapproved	Yes

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Form (revised)	Commercial Farm Auto Declarations	Approved	Yes
Form	Commercial Farm Auto Declarations	Disapproved	Yes
Form	Fire, Fire and Theft - Fire, Theft and Windstorm - Limited Specified Causes of Loss Coverage	Approved	Yes
Form	Schedule of Forms	Approved	Yes
Form	Auto Loan/Lease Gap Coverage	Approved	Yes
Form	Schedule of Additional Named Insured(s)	Approved	Yes
Form	Schedule of Taxes	Approved	Yes
Form	Schedule of Endorsement	Approved	Yes
Form	Vehicle Schedule	Approved	Yes
Form	Commercial Auto Driver Information Schedule	Approved	Yes
Form (revised)	Named Driver Exclusion	Approved	Yes
Form	Named Driver Exclusion	Disapproved	Yes
Form	Gap Coverage - Rented Automobile	Approved	Yes
Form	Commercial Farm Automobile - Coverage Enhancement Endorsement	Approved	Yes
Form	Amendatory Endorsement - Other Insurance Provisions	Approved	Yes
Form (revised)	Oklahoma Fraud Statement	Approved	Yes
Form (revised)	Automobile Certificate of Insurance	Withdrawn	Yes
Form (revised)	Oklahoma Auto ID Card	Disapproved	Yes
Form (revised)	Oklahoma Auto Supplement	Withdrawn	Yes
Form (revised)	Oklahoma Commercial Auto	Withdrawn	Yes
Form (revised)	Driver Self-Appraisal Form	Filed Informational	Yes
Form	Driver Self-Appraisal Form	Disapproved	Yes
Form	Driver Self-Appraisal Form	Disapproved	Yes
Form (revised)	Commercial Farm Auto Lay-Up	Filed Informational	Yes
Form	Commercial Farm Auto Lay-Up	Disapproved	Yes
Form	Commercial Farm Auto Lay-Up	Disapproved	Yes
Form (revised)	Oklahoma Notice - Cancellation/Nonrenewal	Filed Informational	Yes
Form	Oklahoma Notice - Cancellation/Nonrenewal	Disapproved	Yes
Form	Deductible Liability Coverage	Approved	Yes
Form	Oklahoma Uninsured Motorists Coverage	Approved	Yes

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Form (revised)	Oklahoma Owners Security Verification Form	Approved	Yes
Form	Oklahoma Owners Security Verification Form	Disapproved	Yes
Form	Business Auto Coverage Form	Disapproved	Yes
Form	Garage Coverage Form	Disapproved	Yes
Form	Business Auto Physical Damage Coverage Form	Disapproved	Yes
Form	Motor Carrier Coverage Form	Disapproved	Yes
Form	Reinstatement of Insurance	Disapproved	Yes
Form	Suspension of Insurance	Disapproved	Yes
Form	100 Dollar Deductible for Completed Operations Does Not Apply	Disapproved	Yes
Form	California - Individual Named Insured	Disapproved	Yes
Form	Exclusion of Federal Employees Using Autos in Government Business	Disapproved	Yes
Form	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)	Disapproved	Yes
Form	Golf Carts and Low-Speed Vehicles	Disapproved	Yes
Form	Audio, Visual and Data Electronic Equipment Coverage - Fire, Police and Emergency Vehicles	Disapproved	Yes
Form	Drive-Away Contractors	Disapproved	Yes
Form	Driving Schools - Non-Owned Autos	Disapproved	Yes
Form	Emergency Services -Volunteer Firefighers and Workers' Injuries Limited Exclusion	Disapproved	Yes
Form	Leasing or Rental Concerns - Conversion, Embezzlemtn or Secretion Coverage	Disapproved	Yes
Form	Leasing or Rental Concerns - Exclusion of Certain Leased Autos	Disapproved	Yes
Form	Leasing or Rental Concerns - Rent-It-There/Leave-It-Here Autos	Disapproved	Yes
Form	Leasing or Rental Concerns - Schedule of Limits for Owned Autos	Disapproved	Yes
Form	Leasing or Rental Concerns - Second Level Coverage	Disapproved	Yes
Form	Professional Services Not Covered	Disapproved	Yes
Form	Repossessed Autos	Disapproved	Yes
Form	Snowmobiles	Disapproved	Yes

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Form	Registration Plates Not Issued for a Specified Auto	Disapproved	Yes
Form	Emergency Services - Volunteer Firefighters and Workers' Injuries Excluded	Disapproved	Yes
Form	Autos Leased, Hired, Rented or Borrowed with Drivers - Physical Damage Coverage	Disapproved	Yes
Form	Additional Insured - Lessor of Leased Equipment	Disapproved	Yes
Form	Additional Insured - Garages - Grantor of Franchise	Disapproved	Yes
Form	Coverage for Certain Operations in Connection with Railroads	Disapproved	Yes
Form	Physical Damage Coverage - Autos Held for Sale by Non-Dealers	Disapproved	Yes
Form	Explosives	Disapproved	Yes
Form	Rolling Stores	Disapproved	Yes
Form	Wrong Delivery of Liquid Products	Disapproved	Yes
Form	Truckers - Excess Coverage for the Named Insured and Named Lessors for Leased Autos	Disapproved	Yes
Form	Truckers - Insurance for Non-Trucking Use	Disapproved	Yes
Form	Truckers - Named Lessee as Insured	Disapproved	Yes
Form	Trailer Interchange Fire and Fire and Theft Coverages	Disapproved	Yes
Form	Truckers - Uniform Intermodal Interchange Endorsement Form UIIE-1	Disapproved	Yes
Form	Truckers Endorsement	Disapproved	Yes
Form	Amphibious Vehicles	Disapproved	Yes
Form	Trailer Interchange Coverage	Disapproved	Yes
Form	Transportation of Seasonal or Migrant Agricultural Workers	Disapproved	Yes
Form	Public Transportation Autos	Disapproved	Yes
Form	Broad Form Products Coverage	Disapproved	Yes
Form	Dealers Drive-Away Collision Coverage	Disapproved	Yes
Form	False Pretense Coverage	Disapproved	Yes
Form	Fire, Fire and Theft and Limited Specified Causes of Loss Coverage	Disapproved	Yes
Form	Garage Locations and Operations Medical Payments Coverage	Disapproved	Yes

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Form	Locations and Operations Not Covered	Disapproved	Yes
Form	Personal Injury Liability Coverage - Garages	Disapproved	Yes
Form	Owners of Garage Premises	Disapproved	Yes
Form	Damage to Rented Premises Liability Coverage - Garages	Disapproved	Yes
Form	Named Driver Collision Coverage	Disapproved	Yes
Form	Broadened Coverage - Garages	Disapproved	Yes
Form	Garage Coverage Forms - Other Than Covered Autos Exposure - Total Pollution Exclusion	Disapproved	Yes
Form	Exclusion - Year 2000 Computer-Related and Other Electronic Problems	Disapproved	Yes
Form	Exclusion - Year 2000 Computer-Related and Other Electronic Problems - Products/Work You Performed	Disapproved	Yes
Form	Year 2000 Limited Coverage Options - Computer - Relaetd and Other Electronic Problems	Disapproved	Yes
Form	Exclusion - Year 2000 Computer-Related and Other Electronic Problems - With Exception for Bodily Injury on Your Premises	Disapproved	Yes
Form	Year 2000 Computer - Related and Other Electronic Problems - Exclusion of Specified Coverages for Designated Locations, Products, Services or Work yor Performed	Disapproved	Yes
Form	Garage Coverage Form - Other than Covered Autos - Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and Hostile Fire Exception	Disapproved	Yes
Form	Fungi or Bacteria Exclusion - Garage Operations - Other Than Covered Autos	Disapproved	Yes
Form	Limited Fungi or Bacteria Coverage for Garage Operations - Other Than Covered Autos	Disapproved	Yes
Form	Silica or Silica-Related Dust Exclusion for Other Than Covered Autos Exposure - Garage Coverage Form	Disapproved	Yes
Form	Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form)	Disapproved	Yes
Form	Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)	Disapproved	Yes
Form	Single Interest Deductibles	Disapproved	Yes

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Form	Fiduciary Liability of Banks	Disapproved	Yes
Form	Governmental Bodies Amendatory Endorsement	Disapproved	Yes
Form	Hired Autos Specified as Covered Autos You Own	Disapproved	Yes
Form	Individual Named Insured - Dealers Only	Disapproved	Yes
Form	Rental Reimbursement Coverage	Disapproved	Yes
Form	Stated Amount Insurance	Disapproved	Yes
Form	Tapes, Records and Discs Coverage	Disapproved	Yes
Form	Social Services Agencies - Volunteers as Insureds	Disapproved	Yes
orm	Garagekeepers Coverage	Disapproved	Yes
Form	Split Liability Limits - Garages	Disapproved	Yes
orm	Employee as Lessor	Disapproved	Yes
Form	Pollution Liability - Broadened Coverege for Covered Autos - Garage Coverage Form	Disapproved	Yes
Form	Garagekeepers Coverage-Customers' Sound-Receiving Equipment	Disapproved	Yes
Form	Audio, Visual and Data Electronic Equipment Coverage Added Limits	Disapproved	Yes
Form	Loss Payable Clause - Audio, Visual and Data Electronic Equipment Coverage Added Limits	Disapproved	Yes
Form	Optional Limits - Loss of Use Expenses	Disapproved	Yes
Form	Garage Declarations	Disapproved	Yes
Form	Business Auto Physical Damage Declarations	Disapproved	Yes
orm	Motor Carrier Declarations	Disapproved	Yes
orm	Calculation of Premium	Disapproved	Yes
Form	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Disapproved	Yes
Form	Leasing or Rental Concerns - Contingent Coverage	Disapproved	Yes
Form	Exclusion of Terrorism Above Minimum Statutory Limits	Disapproved	Yes
Form	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	Disapproved	Yes
Form	Drive Other Car Coverage - Broadened Coverage for Named Individuals	Disapproved	Yes
Form	Split Liability Limits for Government Subdivisions - Oklahoma	Disapproved	Yes

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Schedule	Schedule Item	Schedule Item Status	Public Access Yes	
Form	Oklahoma Changes - Concealment, Misrepresentation of Fraud	Disapproved		
Form	Resident Agent Countersignature Endorsement	Disapproved	Yes	
Form	Common Policy Declarations	Approved	Yes	
Form	Commercial Farm Auto Declarations	Disapproved	Yes	
Form	Oklahoma Fraud Statement	Disapproved	Yes	
Form	Oklahoma Fraud Statement	Disapproved	Yes	
Form	Automobile Certificate of Insurance	Disapproved	Yes	
Form	Oklahoma Auto ID Card	Disapproved	Yes	
Form	Oklahoma Auto Supplement	Disapproved	Yes	
Form	Oklahoma Commercial Auto	Disapproved	Yes	

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 07/25/2014
Submitted Date 07/25/2014
Respond By Date 08/04/2014

Dear Theresa Elijah,

#### Introduction:

This objection letter is to notify you that this filing is INCOMPLETE and/or NON-COMPLIANT. Your response to this Objection Letter must be contained in a Response Letter. A note to reviewer will not be accepted.

The following documentation and/or information is required to complete the filing:

## Objection 1

- Driver Self-Appraisal Form, CA 74 03, 11 04 (Form)
- Commercial Farm Auto Lay-Up, CA 75 02, 11 04 (Form)

Comments: You did not remove forms CA 74 03 and CA 75 02 from withdrawal status. Please advise your intent with these forms. as these forms were not included in prior filing ASPX-126030111. Are they attached to and made a part of the policy?

### Objection 2

- Commercial Farm Automobile Policy, A8040P, 1112 (Form)
- Commercial Farm Auto Declarations, A8044D, 0714 (Form)
- Named Driver Exclusion, A8784E, 0812 (Form)

Comments: Please confirm that these non-approved forms have not been issued on any Oklahoma policies.

#### Conclusion:

The Rate and Form Compliance Division of the Oklahoma Insurance Department participates in the NAIC Speed to Market initiatives. As such, if the materials are not received by the Respond by Date, the filing may be disapproved or rejected as incomplete.

NOTICE: The contents of this electronic message, including attachments, are transmitted by the Oklahoma Insurance Department, an Oklahoma government agency according to the Uniform Electronic Transactions Act, 12A O.S. 15-101 et seq. This message is intended for use by the named addressee only and may contain information that is confidential or private according to state or federal laws. If you have received this electronic message in error, please notify the sender by a "reply to sender only" message, delete it completely from your computer and maintain confidentiality of the message. Any unauthorized disclosure, distribution, or use of the contents of this message is prohibited and subjects the user to penalty of law.

Sincerely,

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 07/24/2014
Submitted Date 07/24/2014
Respond By Date 08/01/2014

Dear Theresa Elijah,

#### Introduction:

This objection letter is to notify you that this filing is INCOMPLETE and/or NON-COMPLIANT. Your response to this Objection Letter must be contained in a Response Letter. A note to reviewer will not be accepted.

The following documentation and/or information is required to complete the filing:

### Objection 1

Comments: The following forms are not included in prior filing ASPX-126030111:

CA7403

CA7502

A8040P

A8044D

A8784E

Please provide the accurate previous file number. And, please title the forms correctly as to what they are under the SERFF Form Schedule.

### Conclusion:

The Rate and Form Compliance Division of the Oklahoma Insurance Department participates in the NAIC Speed to Market initiatives. As such, if the materials are not received by the Respond by Date, the filing may be disapproved or rejected as incomplete.

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Sincerely,

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 07/18/2014
Submitted Date 07/18/2014
Respond By Date 07/28/2014

Dear Theresa Elijah,

#### Introduction:

This objection letter is to notify you that this filing is INCOMPLETE and/or NON-COMPLIANT. Your response to this Objection Letter must be contained in a Response Letter. A note to reviewer will not be accepted.

The following documentation and/or information is required to complete the filing:

### Objection 1

- Driver Self-Appraisal Form, CA 74 03, 11 04 (Form)
- Commercial Farm Auto Lay-Up, CA 75 02, 11 04 (Form)
- Oklahoma Notice Cancellation/Nonrenewal, E(GU) 408e, 11 02 (Form)

Comments: Please provide the Oklahoma file number of these currently approved forms. Also, attach them under the SERFF Form Schedule.

## Objection 2

- Oklahoma Owners Security Verification Form, ACORD 50 OK, 0809e (Form)

Comments: Under the Edition Date column, please remove the letter "e". There is no "e" in ACORD's edition date on the form.

#### Conclusion:

The Rate and Form Compliance Division of the Oklahoma Insurance Department participates in the NAIC Speed to Market initiatives. As such, if the materials are not received by the Respond by Date, the filing may be disapproved or rejected as incomplete.

NOTICE: The contents of this electronic message, including attachments, are transmitted by the Oklahoma Insurance Department, an Oklahoma government agency according to the Uniform Electronic Transactions Act, 12A O.S. 15-101 et seq. This message is intended for use by the named addressee only and may contain information that is confidential or private according to state or federal laws. If you have received this electronic message in error, please notify the sender by a "reply to sender only" message, delete it completely from your computer and maintain confidentiality of the message. Any unauthorized disclosure, distribution, or use of the contents of this message is prohibited and subjects the user to penalty of law.

Sincerely,

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 07/09/2014
Submitted Date 07/09/2014
Respond By Date 07/17/2014

Dear Theresa Elijah,

#### Introduction:

This objection letter is to notify you that this filing is INCOMPLETE and/or NON-COMPLIANT. Your response to this Objection Letter must be contained in a Response Letter. A note to reviewer will not be accepted.

The following documentation and/or information is required to complete the filing:

### Objection 1

Comments: As previously instructed, please provide the SERFF tracking number of your approval of the 08/2009 edition of ACORD's Security Verification ID Card. If necessary, attach it under the SERFF Form Schedule, in blank format free of sample insured information for approval.

Regardless of who your vendor is, you as the insurer must submit the ID Card for approval by the Oklahoma Insurance Department BEFORE it is issued by any vendor. If it has not been approved, it must be attached under the SERFF Form Schedule at this time for approval.

### Conclusion:

The Rate and Form Compliance Division of the Oklahoma Insurance Department participates in the NAIC Speed to Market initiatives. As such, if the materials are not received by the Respond by Date, the filing may be disapproved or rejected as incomplete.

NOTICE: The contents of this electronic message, including attachments, are transmitted by the Oklahoma Insurance Department, an Oklahoma government agency according to the Uniform Electronic Transactions Act, 12A O.S. 15-101 et seq. This message is intended for use by the named addressee only and may contain information that is confidential or private according to state or federal laws. If you have received this electronic message in error, please notify the sender by a "reply to sender only" message, delete it completely from your computer and maintain confidentiality of the message. Any unauthorized disclosure, distribution, or use of the contents of this message is prohibited and subjects the user to penalty of law.

Sincerely,

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 07/03/2014
Submitted Date 07/03/2014
Respond By Date 07/11/2014

Dear Theresa Elijah,

#### Introduction:

This objection letter is to notify you that this filing is INCOMPLETE and/or NON-COMPLIANT. Your response to this Objection Letter must be contained in a Response Letter. A note to reviewer will not be accepted.

The following documentation and/or information is required to complete the filing:

### Objection 1

Comments: ISO has a current edition of CA 21 18 that you must adopt for statutory compliance. Please state intent to adopt this current version and revise your Forms List under Supporting Documentation.

## Objection 2

Comments: Please provide the SERFF tracking number of your approval of the 08/2009 edition of ACORD's Security Verification ID Card. If necessary, attach it under the SERFF Form Schedule, in blank format free of sample insured information for approval.

### **Objection 3**

- Oklahoma Fraud Statement, IL N 084, 09 03 (Form)

Comments: As previously advised, this form is not approved in Oklahoma. You have already stated your intent to use ISO's approved Oklahoma Fraud Warning form IL 01 79. Please withdraw this form from under the Schedule.

#### Conclusion:

The Rate and Form Compliance Division of the Oklahoma Insurance Department participates in the NAIC Speed to Market initiatives. As such, if the materials are not received by the Respond by Date, the filing may be disapproved or rejected as incomplete.

NOTICE: The contents of this electronic message, including attachments, are transmitted by the Oklahoma Insurance Department, an Oklahoma government agency according to the Uniform Electronic Transactions Act, 12A O.S. 15-101 et seq. This message is intended for use by the named addressee only and may contain information that is confidential or private according to state or federal laws. If you have received this electronic message in error, please notify the sender by a "reply to sender only" message, delete it completely from your computer and maintain confidentiality of the message. Any unauthorized disclosure, distribution, or use of the contents of this message is prohibited and subjects the user to penalty of law.

Sincerely,

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 06/20/2014
Submitted Date 06/20/2014
Respond By Date 06/30/2014

Dear Theresa Elijah,

#### Introduction:

This objection letter is to notify you that this filing is INCOMPLETE and/or NON-COMPLIANT. Your response to this Objection Letter must be contained in a Response Letter. A note to reviewer will not be accepted.

The following documentation and/or information is required to complete the filing:

## Objection 1

#### Comments:

Please waive the statutory deemer provision so that we may continue to review this filing. It can simply be a statement such as Our company waives the deemer provisions contained in Oklahoma Statute 36 O.S. 3610.B.

### Objection 2

- Truckers Insurance for Non-Trucking Use, CA 23 09, 02 99 (Form)
- Deductible Liability Coverage, CA 03 01, 03 10 (Form)
- Commercial Insurance Application, A8038A, 1013 (Form)
- Business Auto Section, A8039A, 1013 (Form)
- Commercial Farm Automobile Policy, A8040P, 1112 (Form)
- Fire, Fire and Theft Fire, Theft and Windstorm Limited Specified Causes of Loss Coverage, A8163M, 0513 (Form)
- Schedule of Forms, A8164M, 0513 (Form)
- Auto Loan/Lease Gap Coverage, A8165M, 0613 (Form)
- Schedule of Additional Named Insured(s), A8166M, 0613 (Form)
- Schedule of Taxes, A8167M, 0613 (Form)
- Schedule of Endorsement, A8168M, 0613 (Form)
- Vehicle Schedule, A8180M, 1013 (Form)
- Commercial Auto Driver Information Schedule, A8181M, 1013 (Form)
- Named Driver Exclusion, A8784E, 0812 (Form)
- Gap Coverage Rented Automobile, A8787E, 0812 (Form)
- Commercial Farm Automobile Coverage Enhancement Endorsement, A8788E, 0314 (Form)
- Amendatory Endorsement Other Insurance Provisions, A8822E, 1013 (Form)
- Driver Self-Appraisal Form, CA 74 03, 11 04 (Form)
- Commercial Farm Auto Lay-Up, CA 75 02, 11 04 (Form)
- Oklahoma Notice Cancellation/Nonrenewal, E(GU) 408e, 11 02 (Form)
- Business Auto Coverage Form, CA 00 01, 03 10 (Form)
- Garage Coverage Form, CA 00 05, 03 10 (Form)
- Business Auto Physical Damage Coverage Form, CA 00 10, 03 10 (Form)
- Motor Carrier Coverage Form, CA 00 20, 03 10 (Form)
- Reinstatement of Insurance, CA 02 38, 03 10 (Form)
- Suspension of Insurance, CA 02 40, 03 10 (Form)
- 100 Dollar Deductible for Completed Operations Does Not Apply, CA 03 03, 12 93 (Form)
- California Individual Named Insured, CA 04 25, 05 07 (Form)
- Exclusion of Federal Employees Using Autos in Government Business, CA 04 42, 03 10 (Form)

Company Tracking #: OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

- Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation), CA 04 44, 03 10 (Form)
- Golf Carts and Low-Speed Vehicles, CA 04 45, 03 10 (Form)
- Audio, Visual and Data Electronic Equipment Coverage Fire, Police and Emergency Vehicles, CA 20 02, 03 10 (Form)
- Drive-Away Contractors, CA 20 05, 03 10 (Form)
- Driving Schools Non-Owned Autos, CA 20 06, 03 10 (Form)
- Emergency Services -Volunteer Firefighers and Workers' Injuries Limited Exclusion, CA 20 07, 03 10 (Form)
- Leasing or Rental Concerns Conversion, Embezzlemtn or Secretion Coverage, CA 20 10, 12 93 (Form)
- Leasing or Rental Concerns Exclusion of Certain Leased Autos , CA 20 11, 03 06 (Form)
- Leasing or Rental Concerns Rent-It-There/Leave-It-Here Autos, CA 20 12, 10 01 (Form)
- Leasing or Rental Concerns Schedule of Limits for Owned Autos, CA 20 13, 10 01 (Form)
- Leasing or Rental Concerns Second Level Coverage, CA 20 14, 07 97 (Form)
- Professional Services Not Covered, CA 20 18, 12 93 (Form)
- Repossessed Autos, CA 20 19, 03 10 (Form)
- Snowmobiles , CA 20 21, 03 10 (Form)
- Registration Plates Not Issued for a Specified Auto, CA 20 27, 02 99 (Form)
- Emergency Services Volunteer Firefighters and Workers' Injuries Excluded, CA 20 30, 03 10 (Form)
- Autos Leased, Hired, Rented or Borrowed with Drivers Physical Damage Coverage, CA 20 33, 03 10 (Form)
- Additional Insured Lessor of Leased Equipment, CA 20 47, 07 97 (Form)
- Additional Insured Garages Grantor of Franchise, CA 20 49, 07 97 (Form)
- Coverage for Certain Operations in Connection with Railroads, CA 20 70, 10 01 (Form)
- Physical Damage Coverage Autos Held for Sale by Non-Dealers, CA 20 78, 03 10 (Form)
- Explosives, CA 23 01, 12 93 (Form)
- Rolling Stores, CA 23 04, 10 01 (Form)
- Wrong Delivery of Liquid Products, CA 23 05, 12 93 (Form)
- Truckers Excess Coverage for the Named Insured and Named Lessors for Leased Autos, CA 23 08, 12 93 (Form)
- Truckers Insurance for Non-Trucking Use, CA 23 09, 02 99 (Form)
- Truckers Named Lessee as Insured, CA 23 12, 12 93 (Form)
- Trailer Interchange Fire and Fire and Theft Coverages, CA 23 13, 03 10 (Form)
- Truckers Uniform Intermodal Interchange Endorsement Form UIIE-1, CA 23 17, 03 06 (Form)
- Truckers Endorsement, Ca 23 20, 03 10 (Form)
- Amphibious Vehicles, CA 23 97, 03 10 (Form)
- Trailer Interchange Coverage, CA 23 98, 03 10 (Form)
- Transportation of Seasonal or Migrant Agricultural Workers, CA 24 01, 03 10 (Form)
- Public Transportation Autos, CA 24 02, 12 93 (Form)
- Broad Form Products Coverage, CA 25 01, 12 93 (Form)
- Dealers Drive-Away Collision Coverage, CA 25 02, 03 10 (Form)
- False Pretense Coverage, CA 25 03, 03 10 (Form)
- Fire, Fire and Theft and Limited Specified Causes of Loss Coverage, CA 25 04, 03 10 (Form)
- Garage Locations and Operations Medical Payments Coverage, CA 25 05, 03 06 (Form)
- Locations and Operations Not Covered, CA 25 07, 12 93 (Form)
- Personal Injury Liability Coverage Garages, CA 25 08, 03 10 (Form)
- Owners of Garage Premises, CA 25 09, 12 93 (Form)
- Damage to Rented Premises Liability Coverage Garages, CA 25 10, 03 10 (Form)
- Named Driver Collision Coverage, CA 25 11, 12 93 (Form)
- Broadened Coverage Garages, CA 25 14, 03 10 (Form)
- Garage Coverage Forms Other Than Covered Autos Exposure Total Pollution Exclusion, CA 25 16, 10 01 (Form)

Company Tracking #: OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

- Exclusion Year 2000 Computer-Related and Other Electronic Problems, CA 25 18, 09 98 (Form)
- Exclusion Year 2000 Computer-Related and Other Electronic Problems Products/Work You Performed, CA 25 19, 09 98 (Form)
  - Year 2000 Limited Coverage Options Computer Relaetd and Other Electronic Problems, CA 25 20, 09 98 (Form)
- Exclusion Year 2000 Computer-Related and Other Electronic Problems With Exception for Bodily Injury on Your Premises, CA 25 24, 09 98 (Form)
- Year 2000 Computer Related and Other Electronic Problems Exclusion of Specified Coverages for Designated Locations, Products, Services or Work yor Performed, CA 25 25, 09 98 (Form)
- Garage Coverage Form Other than Covered Autos Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and Hostile Fire Exception, CA 25 36, 03 06 (Form)
  - Fungi or Bacteria Exclusion Garage Operations Other Than Covered Autos, CA 25 37, 03 06 (Form)
  - Limited Fungi or Bacteria Coverage for Garage Operations Other Than Covered Autos, CA 25 38, 03 06 (Form)
- Silica or Silica-Related Dust Exclusion for Other Than Covered Autos Exposure Garage Coverage Form, CA 25 39, 03 06 (Form)
  - Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form), CA 26 01, 03 06 (Form)
  - Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form), CA 26 02, 03 06 (Form)
  - Single Interest Deductibles, CA 26 05, 04 80 (Form)
  - Fiduciary Liability of Banks, CA 99 13, 07 97 (Form)
  - Governmental Bodies Amendatory Endorsement, CA 99 15, 12 93 (Form)
  - Hired Autos Specified as Covered Autos You Own, CA 99 16, 03 10 (Form)
  - Individual Named Insured Dealers Only, CA 99 18, 12 93 (Form)
  - Rental Reimbursement Coverage, CA 99 23, 03 10 (Form)
  - Stated Amount Insurance, CA 99 28, 03 10 (Form)
  - Tapes, Records and Discs Coverage, CA 99 30, 03 10 (Form)
  - Social Services Agencies Volunteers as Insureds, CA 99 34, 12 93 (Form)
  - Garagekeepers Coverage, CA 99 37, 03 10 (Form)
  - Split Liability Limits Garages, CA 99 38, 01 87 (Form)
  - Employee as Lessor, CA 99 47, 03 10 (Form)
  - Pollution Liability Broadened Coverege for Covered Autos Garage Coverage Form, CA 99 55, 03 06 (Form)
  - Garagekeepers Coverage-Customers' Sound-Receiving Equipment, CA 99 59, 03 10 (Form)
  - Audio, Visual and Data Electronic Equipment Coverage Added Limits, CA 99 60, 03 10 (Form)
  - Loss Payable Clause Audio, Visual and Data Electronic Equipment Coverage Added Limits, CA 99 61, 03 10 (Form)
  - Optional Limits Loss of Use Expenses, CA 99 90, 03 10 (Form)
  - Garage Declarations, CA DS 09, 03 10 (Form)
  - Business Auto Physical Damage Declarations, CA DS 15, 03 10 (Form)
  - Motor Carrier Declarations, CA DS 21, 03 10 (Form)
  - Calculation of Premium, IL 00 03, 09 08 (Form)
  - Nuclear Energy Liability Exclusion Endorsement (Broad Form), IL 00 21, 09 08 (Form)
  - Leasing or Rental Concerns Contingent Coverage, CA 20 09, 07 97 (Form)
  - Exclusion of Terrorism Above Minimum Statutory Limits, CA 23 86, 01 06 (Form)
- Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits, CA 23 87, 01 06 (Form)
  - Drive Other Car Coverage Broadened Coverage for Named Individuals, CA 99 10, 03 10 (Form)
  - Split Liability Limits for Government Subdivisions Oklahoma , CA 99 42 , 07 01 (Form)
  - Oklahoma Changes Concealment, Misrepresentation of Fraud, IL 01 77, 10 10 (Form)
  - Resident Agent Countersignature Endorsement, IL 09 17, 11 85 (Form)
  - Common Policy Declarations, A8031D, 0313 (Form)

Company Tracking #: OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

- Commercial Farm Auto Declarations, A8044D, 0214 (Form)

- Oklahoma Fraud Statement, IL N 084, 09 03 (Form)
- Automobile Certificate of Insurance, ACORD 23, 05 07 (Form)
- Oklahoma Auto ID Card, ACORD 50 Ok, 10 08 (Form)
- Oklahoma Auto Supplement, ACORD 61 OK, 03 94 (Form)
- Oklahoma Commercial Auto, ACORD 137 OK, 11 01 (Form)

Comments: Please amend the SERFF Form Schedule to include attachment of all forms contained in this filing--new, replaced and withdrawn, including ISO (since not current ISO). Be sure to include the SERFF tracking numbers for the current approval of the forms in Oklahoma.

### Objection 3

- Driver Self-Appraisal Form, CA 74 03, 11 04 (Form)
- Commercial Farm Auto Lay-Up, CA 75 02, 11 04 (Form)
- Oklahoma Notice Cancellation/Nonrenewal, E(GU) 408e, 11 02 (Form)
- Automobile Certificate of Insurance, ACORD 23, 05 07 (Form)
- Oklahoma Auto ID Card, ACORD 50 Ok, 10 08 (Form)
- Oklahoma Auto Supplement, ACORD 61 OK, 03 94 (Form)
- Oklahoma Commercial Auto, ACORD 137 OK, 11 01 (Form)

Comments: Please confirm that there are no active Oklahoma policies with these forms attached. If there are, they cannot be withdrawn at this time.

#### Objection 4

- California - Individual Named Insured, CA 04 25, 05 07 (Form)

Comments: This is not an Oklahoma form. Please withdraw.

### **Objection 5**

Comments: ALL non-ISO forms being revised/replaced must have a side by side comparison of the currently approved and proposed form submitted under Supporting Documentation.

#### **Objection 6**

Comments: What uninsured motorist coverage form are you using?

#### Objection 7

Comments: How will you comply with 36 O.S. 3636.H, Oklahoma's uninsured motorist coverage selection/rejection statute? ISO has IL U 023. It was filed on an advisory only basis, not for automatic adoption by insurers. As such, if you wish to use that form, you must attach it under the Schedule. ACORD has a compliant 2009 form that you may use. To use the ACORD form, simply provide the Form Number, Edition Date and SERFF tracking number of the ACORD filing containing the form. Wolters-Kluwer also has a compliant 2009 form. To use it, attach it under the SERFF Form Schedule. Or, you may attach an independent form patterned after 36 O.S. 3636.H. under the Schedule.

### **Objection 8**

Comments: How will you comply with 47 O.S. 7-601.1, Oklahoma's Security Verification ID Card statute? ACORD has a compliant 08/2009 form that you can use. To do so, please provide the Form Number, Edition Date and SERFF tracking number of the ACORD filing containing the ID Card. Wolters-Kluwer has R1319c that you can use. To do so, you must attach it under the SERFF Form Schedule. Or, you may attach an independent ID Card with all statutory requirements under the Schedule.

### Objection 9

Comments: Please confirm that you will use ISO's state amendatory cancellation/nonrenewal, fraud warning and void endorsements.

Company Tracking #: OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

### Objection 10

- Garage Declarations, CA DS 09, 03 10 (Form)
- Business Auto Physical Damage Declarations, CA DS 15, 03 10 (Form)
- Motor Carrier Declarations, CA DS 21, 03 10 (Form)
- Common Policy Declarations, A8031D, 0313 (Form)
- Commercial Farm Auto Declarations, A8044D, 0214 (Form)

Comments: These must be attached under the SERFF Form Schedule and include the company's name and complete street address pursuant to 36 O.S. 3613.B.2, along with a policy expiration of 12:01am Standard Time pursuant to 36 O.S. 3635.1.

### Objection 11

- Resident Agent Countersignature Endorsement, IL 09 17, 11 85 (Form)

Comments: This form is no longer applicable in Oklahoma. Please withdraw.

#### Objection 12

- Commercial Insurance Application, A8038A, 1013 (Form)

Comments: Is this form attached to and made a part of the policy pursuant to 36 O.S. 3610? If not, it is considered informational only. Please advise.

#### **Objection 13**

- Oklahoma Fraud Statement, IL N 084, 09 03 (Form)

Comments: This form is not approved in Oklahoma. Please attach the approved ISO Fraud Warning Endorsement under the SERFF Form Schedule.

#### Conclusion:

The Rate and Form Compliance Division of the Oklahoma Insurance Department participates in the NAIC Speed to Market initiatives. As such, if the materials are not received by the Respond by Date, the filing may be disapproved or rejected as incomplete.

NOTICE: The contents of this electronic message, including attachments, are transmitted by the Oklahoma Insurance Department, an Oklahoma government agency according to the Uniform Electronic Transactions Act, 12A O.S. 15-101 et seq. This message is intended for use by the named addressee only and may contain information that is confidential or private according to state or federal laws. If you have received this electronic message in error, please notify the sender by a "reply to sender only" message, delete it completely from your computer and maintain confidentiality of the message. Any unauthorized disclosure, distribution, or use of the contents of this message is prohibited and subjects the user to penalty of law.

Sincerely,

Filing Company:

American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

Oklahoma

# **Response Letter**

State:

Response Letter Status Submitted to State

Response Letter Date 07/25/2014 Submitted Date 07/25/2014

Dear Marletta Bruner, CIC,

#### Introduction:

This letter is in response to your objection letter dated 7/25/2014.

#### Response 1

#### Comments:

We are submitting these forms for approval. They are not a prart of any policy. These forms are underwriting questionnaires and aid the underwriter in determining the exposure/eligibility of a risk.

## Related Objection 1

Applies To:

- Driver Self-Appraisal Form, CA 74 03, 11 04 (Form)
- Commercial Farm Auto Lay-Up, CA 75 02, 11 04 (Form)

Comments: You did not remove forms CA 74 03 and CA 75 02 from withdrawal status. Please advise your intent with these forms. as these forms were not included in prior filing ASPX-126030111. Are they attached to and made a part of the policy?

## Changed Items:

No Supporting Documents changed.

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability			
No.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted	
1	Driver Self- Appraisal Form	CA 74 03	11 04	END	New		0.000	CA74031104.P DF	Date Submitted 07/25/2014 By: SPI AssurantPC	
Previous V	/ersion									
1	Driver Self- Appraisal Form	CA 74 03	11 04	END	Withdrawn	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace d Form Number:	0.000	CA74031104.P DF	Date Submitted 07/21/2014 By: SPI AssurantPC	
Previous V	/ersion									
1	Driver Self- Appraisal Form	CA 74 03	11 04	END	Withdrawn	Previous Filing Number:	0.000		Date Submitted 06/16/2014 By: SPI	
						Replace d Form Number:			AssurantPC	
2	Commercial Farm Auto Lay- Up	CA 75 02	11 04	END	New		0.000	CA75021104.P DF	Date Submitted 07/25/2014 By: SPI AssurantPC	
Previous V	/ersion	-1				<u> </u>	-			
2		CA 75 02	11 04	END	Withdrawn	Previous ASPX- Filing 1260301 Number: 11; 318253	0.000	CA75021104.P DF	Date Submitted 07/21/2014 By: SPI AssurantPC	
						Replace d Form Number:			Assuranti	
Previous V	/ersion									
2	Commercial Farm Auto Lay- Up	CA 75 02	11 04	END	Withdrawn	Previous Filing Number:	0.000		Date Submitted 06/16/2014 By: SPI	
						Replace d Form Number:			AssurantPC	

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

No Rate/Rule Schedule items changed.

## Response 2

#### Comments:

The A8040P, A8044D and A8784E have not been issued and/or attached to any policy in Oklahoma.

### Related Objection 2

Applies To:

- Commercial Farm Automobile Policy, A8040P, 1112 (Form)
- Commercial Farm Auto Declarations, A8044D, 0714 (Form)
- Named Driver Exclusion, A8784E, 0812 (Form)

Comments: Please confirm that these non-approved forms have not been issued on any Oklahoma policies.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

#### Conclusion:

Thank you,

Theresa Elijah

Sincerely,

SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 07/24/2014 Submitted Date 07/24/2014

Dear Marletta Bruner, CIC,

#### Introduction:

This letter is in response to your objection letter dated 7/24/2014.

#### Response 1

#### Comments:

We have removed forms CA 74 03 and CA 75 02 from withdrawal status as these forms were not included in prior filing ASPX-126030111.

We have revised the form status to "new" instead of replaced" for forms A8040P, A8044D and A8784E since these were not included in prior filing ASPX-126030111.

## Related Objection 1

Comments: The following forms are not included in prior filing ASPX-126030111:

CA7403

CA7502

A8040P

A8044D

A8784E

Please provide the accurate previous file number. And, please title the forms correctly as to what they are under the SERFF Form Schedule.

## Changed Items:

No Supporting Documents changed.

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Form Sch	nedule Item Change	es							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Commercial Farm Automobile Policy	A8040P	1112	PCF	New		0.000	A8040P1112 - Policy Jacket.PDF	Date Submitted: 07/24/2014 By: SPI AssurantPC
Previous V	/ersion								
1	Commercial Farm Automobile Policy	A8040P	1112	ОТН	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace CA 71 d Form 01 Number:	0.000	A8040P1112 - Policy Jacket.PDF	Date Submitted: 06/16/2014 By: SPI AssurantPC
2	Commercial Farm Auto Declarations	A8044D	0714	DEC	New		0.000	A8044D0714 - CFA Declarations Page.PDF	Date Submitted: 07/24/2014 By: SPI AssurantPC
Previous V	/ersion								
2	Commercial Farm Auto Declarations	A8044D	0714	DEC	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace CA 70 d Form 01 Number:	0.000	A8044D0714 - CFA Declarations Page.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
2	Commercial Farm Auto Declarations	A8044D	0214	DEC	Replaced	Previous ASPX- Filing 1260307 Number: 11; 318253 Replace CA 70 d Form 01 Number:	0.000	A8044D0214 - Declarations Page.PDF	Date Submitted: 06/16/2014 By: SPI AssurantPC
3	Named Driver Exclusion	A8784E	0812	END	New	Number.	0.000	A8784E0812 - Named Driver Excl.PDF	Date Submitted: 07/24/2014 By: SPI AssurantPC
Previous V									
3	Named Driver	A8784E	0812	END	Replaced	Previous ASPX-	0.000	A8784E0812 -	Date Submitted:

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

Form Schedule Item Changes										
Item	Form	Form	Edition	Form	Form	Action	Readability			
No.	Name	Number	Date	Туре	Action	Specific	Score	Attachments	Submitted	
						Data				
	Exclusion					Filing 12603 Number: 11; 31823		Named Driver Excl.PDF	06/16/2014 By: SPI AssurantPC	
						Replace CA 80 d Form 02 Number:				

No Rate/Rule Schedule items changed.

#### Conclusion:

Thank you,

Theresa Elijah

Sincerely,

SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 07/21/2014
Submitted Date 07/21/2014

Dear Marletta Bruner, CIC,

#### Introduction:

This letter is in response to your objection letter dated 7/18/2014.

### Response 1

#### Comments:

Please see the attached form as well as the Oklahoma file numbers.

### Related Objection 1

Applies To:

- Driver Self-Appraisal Form, CA 74 03, 11 04 (Form)
- Commercial Farm Auto Lay-Up, CA 75 02, 11 04 (Form)
- Oklahoma Notice Cancellation/Nonrenewal, E(GU) 408e, 11 02 (Form)

Comments: Please provide the Oklahoma file number of these currently approved forms. Also, attach them under the SERFF Form Schedule.

## Changed Items:

No Supporting Documents changed.

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Form Sci	hedule Item Changes	S							
Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific	Score	Attachments	Submitted
						Data			
1	Driver Self- Appraisal Form	CA 74 03	11 04	END	Withdrawn	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace d Form Number:	0.000	CA74031104.P DF	Date Submitted: 07/21/2014 By: SPI AssurantPC
Previous V	/ersion								
1	Driver Self- Appraisal Form	CA 74 03	11 04	END	Withdrawn	Previous Filing Number: Replace d Form Number:	0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
2	Commercial Farm Auto Lay- Up	CA 75 02	11 04	END	Withdrawn		0.000	CA75021104.P DF	Date Submitted: 07/21/2014 By: SPI AssurantPC
Previous V	/ersion								
2	Commercial Farm Auto Lay- Up	CA 75 02	11 04	END	Withdrawn	Previous Filing Number: Replace d Form Number:	0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
3	Oklahoma Notice - Cancellation/No nrenewal	E(GU) 408e	11 02	CNR	Withdrawn	Previous ASPX- Filing 1260307 Number: 11; 318253 Replace d Form Number:	0.000	E(GU)408e.PD F	Date Submitted: 07/21/2014 By: SPI AssurantPC
Previous V	/ersion				1	(			
3	Oklahoma Notice - Cancellation/No	E(GU) 408e	11 02	CNR	Withdrawn	Previous Filing Number:	0.000		Date Submitted: 06/16/2014 By: SPI

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

Form Schedule Item Changes										
Item	Form	Form	Edition	Form	Form	Action	Readability			
No.	Name	Number	Date	Туре	Action	Specific	Score	Attachments	Submitted	
						Data				
	nrenewal					Replace d Form			AssurantPC	

No Rate/Rule Schedule items changed.

### Response 2

#### Comments:

Please see the ACORD 50 OK form with the correct edition date.

## Related Objection 2

Applies To:

- Oklahoma Owners Security Verification Form, ACORD 50 OK, 0809e (Form)

Comments: Under the Edition Date column, please remove the letter "e". There is no "e" in ACORD's edition date on the form.

## Changed Items:

No Supporting Documents changed.

Form Sched	ule Item Chang	jes							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Oklahoma Owners Security Verification Form	ACORD 50 OK	0809	END	New		0.000	ACORD 50 OK 08 09.PDF	Date Submitted: 07/21/2014 By: SPI AssurantPC
Previous Versi	ion								
1	Oklahoma Owners Security Verification Form	ACORD 50 OK	0809e	END	New		0.000	ACORD 50 OK 08 09.PDF	Date Submitted: 07/09/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

No Rate/Rule Schedule items changed.

Conclusion:

Thank you,

Theresa Elijah

Sincerely,

SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 07/09/2014
Submitted Date 07/09/2014

Dear Marletta Bruner, CIC,

#### Introduction:

This letter is in response to your objection letter dated July 9, 2014.

## Response 1

#### Comments:

Please see the attached ACORD 50 form for approval.

Thank you,

Theresa Elijah

## Related Objection 1

Comments: As previously instructed, please provide the SERFF tracking number of your approval of the 08/2009 edition of ACORD's Security Verification ID Card. If necessary, attach it under the SERFF Form Schedule, in blank format free of sample insured information for approval.

Regardless of who your vendor is, you as the insurer must submit the ID Card for approval by the Oklahoma Insurance Department BEFORE it is issued by any vendor. If it has not been approved, it must be attached under the SERFF Form Schedule at this time for approval.

## Changed Items:

No Supporting Documents changed.

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

Form Sch	edule Item Chang	jes							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Oklahoma Owners Security Verification Form	ACORD 50 OK	0809e	END	New		0.000	ACORD 50 OK 08 09.PDF	Date Submitted: 07/09/2014 By: SPI AssurantPC

No Rate/Rule Schedule items changed.

## Conclusion:

Thank you,

Theresa Elijah

Sincerely,

SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 07/08/2014 Submitted Date 07/08/2014

Dear Marletta Bruner, CIC,

#### Introduction:

This letter is in response to your objection letter dated July 3, 2014.

### Response 1

#### Comments:

We are requesting to adopt the CA 21 18 10 13 - Oklahoma Uninsured Motorists Coverage endorsement, which replaces the edition dated 02 12; approved under OK File No. ISOF-128653847.

## Related Objection 1

Comments: ISO has a current edition of CA 21 18 that you must adopt for statutory compliance. Please state intent to adopt this current version and revise your Forms List under Supporting Documentation.

## Changed Items:

No Supporting Documents changed.

Form Sch	Form Schedule Item Changes									
Item	Form	Form	Edition	Form	Form	Action	Readability			
No.	Name	Number	Date	Туре	Action	Specific	Score	Attachments	Submitted	
						Data				
1	Oklahoma Uninsured Motorists Coverage	CA 21 18	10 13	END	Replaced	Previous ASPX- Filing 126030 Number: 11;318 53 Replace CA 21 d Form 18 Number:	)1	CA 21 18 10 13.PDF	Date Submitted: 07/08/2014 By: SPI AssurantPC	

No Rate/Rule Schedule items changed.

# Response 2

#### Comments:

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

Our auto ID Cards are handled by our vendor: Bruce S Ferguson; FergTech, Inc.

Office: 203-656-1139 Mobile: 203-984-9451

## Related Objection 2

Comments: Please provide the SERFF tracking number of your approval of the 08/2009 edition of ACORD's Security Verification ID Card. If necessary, attach it under the SERFF Form Schedule, in blank format free of sample insured information for approval.

## Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

### Response 3

#### Comments:

Please see the attached form IL 01 79. IL N 084 has been withdrawn. Also, please see our attached revised explanatory memorandum.

# Related Objection 3

Applies To:

- Oklahoma Fraud Statement, IL N 084, 09 03 (Form)

Comments: As previously advised, this form is not approved in Oklahoma. You have already stated your intent to use ISO's approved Oklahoma Fraud Warning form IL 01 79. Please withdraw this form from under the Schedule.

# Changed Items:

<b>Supporting Document S</b>	chedule Item Changes
Satisfied - Item:	Rule 365:15-1-3(b)(9)(D)
Comments:	
Attachment(s):	ARIC - OK CFA_Forms Explanatory Memorandum.PDF
Previous Version	
Satisfied - Item:	Rule 365:15-1-3(b)(9)(D)
Comments:	
Attachment(s):	ARIC - OK CFA Forms Explanatory Memorandum.PDF

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

Form Sch	edule Item Chang	ges							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Oklahoma Fraud Statement	IL 01 79	10 02	END	New		0.000	IL 01 79 10 02.PDF	Date Submitted: 07/08/2014 By: SPI AssurantPC
Previous Ve	ersion								
1	Oklahoma Fraud Statement	IL N 084	09 03	END	New		0.000	IL N 084 09 03.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous Ve	ersion								
1	Oklahoma Fraud Statement	IL N 084	09 03	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC

No Rate/Rule Schedule items changed.

## Conclusion:

Thank you,

Theresa Elijah

Sincerely,

SPI AssurantPC

Filing Company:

American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

Oklahoma

# **Response Letter**

State:

Response Letter Status Submitted to State

Response Letter Date 07/02/2014 Submitted Date 07/02/2014

Dear Marletta Bruner, CIC,

#### Introduction:

This letter is in response to your objection letter dated 6/20/2014.

## Response 1

#### Comments:

The deemer provision was previously waived on 6/24/2014.

### Related Objection 1

Comments:

Please waive the statutory deemer provision so that we may continue to review this filing. It can simply be a statement such as Our company waives the deemer provisions contained in Oklahoma Statute 36 O.S. 3610.B.

## Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

# Response 2

#### Comments:

Please see the attached forms

## Related Objection 2

Applies To:

- Business Auto Coverage Form, CA 00 01, 03 10 (Form)
- Garage Coverage Form, CA 00 05, 03 10 (Form)
- Business Auto Physical Damage Coverage Form, CA 00 10 , 03 10 (Form)
- Motor Carrier Coverage Form, CA 00 20 , 03 10 (Form)
- Reinstatement of Insurance, CA 02 38, 03 10 (Form)

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

- Suspension of Insurance, CA 02 40, 03 10 (Form)
- 100 Dollar Deductible for Completed Operations Does Not Apply, CA 03 03, 12 93 (Form)
- California Individual Named Insured, CA 04 25, 05 07 (Form)
- Exclusion of Federal Employees Using Autos in Government Business, CA 04 42, 03 10 (Form)
- Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation), CA 04 44, 03 10 (Form)
- Golf Carts and Low-Speed Vehicles, CA 04 45, 03 10 (Form)
- Audio, Visual and Data Electronic Equipment Coverage Fire, Police and Emergency Vehicles, CA 20 02, 03 10 (Form)
- Drive-Away Contractors, CA 20 05, 03 10 (Form)
- Driving Schools Non-Owned Autos, CA 20 06, 03 10 (Form)
- Emergency Services -Volunteer Firefighers and Workers' Injuries Limited Exclusion, CA 20 07, 03 10 (Form)
- Leasing or Rental Concerns Conversion, Embezzlemtn or Secretion Coverage, CA 20 10, 12 93 (Form)
- Leasing or Rental Concerns Exclusion of Certain Leased Autos , CA 20 11, 03 06 (Form)
- Leasing or Rental Concerns Rent-It-There/Leave-It-Here Autos, CA 20 12, 10 01 (Form)
- Leasing or Rental Concerns Schedule of Limits for Owned Autos, CA 20 13, 10 01 (Form)
- Leasing or Rental Concerns Second Level Coverage, CA 20 14, 07 97 (Form)
- Professional Services Not Covered, CA 20 18, 12 93 (Form)
- Repossessed Autos, CA 20 19, 03 10 (Form)
- Snowmobiles , CA 20 21, 03 10 (Form)
- Registration Plates Not Issued for a Specified Auto, CA 20 27, 02 99 (Form)
- Emergency Services Volunteer Firefighters and Workers' Injuries Excluded, CA 20 30 , 03 10 (Form)
- Autos Leased, Hired, Rented or Borrowed with Drivers Physical Damage Coverage, CA 20 33, 03 10 (Form)
- Additional Insured Lessor of Leased Equipment, CA 20 47, 07 97 (Form)
- Additional Insured Garages Grantor of Franchise, CA 20 49, 07 97 (Form)
- Coverage for Certain Operations in Connection with Railroads, CA 20 70, 10 01 (Form)
- Physical Damage Coverage Autos Held for Sale by Non-Dealers, CA 20 78, 03 10 (Form)
- Explosives, CA 23 01, 12 93 (Form)
- Rolling Stores, CA 23 04, 10 01 (Form)
- Wrong Delivery of Liquid Products, CA 23 05, 12 93 (Form)
- Truckers Excess Coverage for the Named Insured and Named Lessors for Leased Autos, CA 23 08, 12 93 (Form)
- Truckers Insurance for Non-Trucking Use, CA 23 09, 02 99 (Form)
- Truckers Insurance for Non-Trucking Use, CA 23 09, 02 99 (Form)
- Truckers Named Lessee as Insured, CA 23 12, 12 93 (Form)
- Trailer Interchange Fire and Fire and Theft Coverages, CA 23 13, 03 10 (Form)
- Truckers Uniform Intermodal Interchange Endorsement Form UIIE-1, CA 23 17, 03 06 (Form)

Filing Company:

American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

State:

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

Oklahoma

- Truckers Endorsement, Ca 23 20, 03 10 (Form)
- Amphibious Vehicles, CA 23 97, 03 10 (Form)
- Trailer Interchange Coverage, CA 23 98, 03 10 (Form)
- Transportation of Seasonal or Migrant Agricultural Workers, CA 24 01, 03 10 (Form)
- Public Transportation Autos, CA 24 02, 12 93 (Form)
- Broad Form Products Coverage, CA 25 01, 12 93 (Form)
- Dealers Drive-Away Collision Coverage, CA 25 02, 03 10 (Form)
- False Pretense Coverage, CA 25 03, 03 10 (Form)
- Fire, Fire and Theft and Limited Specified Causes of Loss Coverage, CA 25 04, 03 10 (Form)
- Garage Locations and Operations Medical Payments Coverage, CA 25 05, 03 06 (Form)
- Locations and Operations Not Covered, CA 25 07, 12 93 (Form)
- Personal Injury Liability Coverage Garages, CA 25 08, 03 10 (Form)
- Owners of Garage Premises, CA 25 09, 12 93 (Form)
- Damage to Rented Premises Liability Coverage Garages, CA 25 10, 03 10 (Form)
- Named Driver Collision Coverage, CA 25 11, 12 93 (Form)
- Broadened Coverage Garages, CA 25 14, 03 10 (Form)
- Garage Coverage Forms Other Than Covered Autos Exposure Total Pollution Exclusion, CA 25 16, 10 01 (Form)
- Exclusion Year 2000 Computer-Related and Other Electronic Problems, CA 25 18, 09 98 (Form)
- Exclusion Year 2000 Computer-Related and Other Electronic Problems Products/Work You Performed, CA 25 19, 09 98 (Form)
- Year 2000 Limited Coverage Options Computer Relaetd and Other Electronic Problems, CA 25 20, 09 98 (Form)
- Exclusion Year 2000 Computer-Related and Other Electronic Problems With Exception for Bodily Injury on Your Premises, CA 25 24, 09 98 (Form)
- Year 2000 Computer Related and Other Electronic Problems Exclusion of Specified Coverages for Designated Locations, Products, Services or Work yor Performed, CA 25 25, 09 98 (Form)
- Garage Coverage Form Other than Covered Autos Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and Hostile Fire Exception, CA 25 36, 03 06 (Form)
  - Fungi or Bacteria Exclusion Garage Operations Other Than Covered Autos, CA 25 37, 03 06 (Form)
  - Limited Fungi or Bacteria Coverage for Garage Operations Other Than Covered Autos, CA 25 38, 03 06 (Form)
  - Silica or Silica-Related Dust Exclusion for Other Than Covered Autos Exposure Garage Coverage Form, CA 25 39, 03 06 (Form)
  - Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form), CA 26 01, 03 06 (Form)
  - Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form), CA 26 02, 03 06 (Form)
  - Single Interest Deductibles, CA 26 05, 04 80 (Form)
  - Fiduciary Liability of Banks, CA 99 13, 07 97 (Form)
  - Governmental Bodies Amendatory Endorsement, CA 99 15, 12 93 (Form)
  - Hired Autos Specified as Covered Autos You Own, CA 99 16, 03 10 (Form)

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

- Individual Named Insured Dealers Only, CA 99 18, 12 93 (Form)
- Rental Reimbursement Coverage, CA 99 23, 03 10 (Form)
- Stated Amount Insurance, CA 99 28, 03 10 (Form)
- Tapes, Records and Discs Coverage, CA 99 30, 03 10 (Form)
- Social Services Agencies Volunteers as Insureds, CA 99 34, 12 93 (Form)
- Garagekeepers Coverage, CA 99 37, 03 10 (Form)
- Split Liability Limits Garages, CA 99 38, 01 87 (Form)
- Employee as Lessor, CA 99 47, 03 10 (Form)
- Pollution Liability Broadened Coverege for Covered Autos Garage Coverage Form, CA 99 55, 03 06 (Form)
- Garagekeepers Coverage-Customers' Sound-Receiving Equipment, CA 99 59, 03 10 (Form)
- Audio, Visual and Data Electronic Equipment Coverage Added Limits, CA 99 60, 03 10 (Form)
- Loss Payable Clause Audio, Visual and Data Electronic Equipment Coverage Added Limits, CA 99 61, 03 10 (Form)
- Optional Limits Loss of Use Expenses, CA 99 90, 03 10 (Form)
- Garage Declarations, CA DS 09, 03 10 (Form)
- Business Auto Physical Damage Declarations, CA DS 15, 03 10 (Form)
- Motor Carrier Declarations, CA DS 21, 03 10 (Form)
- Calculation of Premium, IL 00 03, 09 08 (Form)
- Nuclear Energy Liability Exclusion Endorsement (Broad Form), IL 00 21, 09 08 (Form)
- Deductible Liability Coverage, CA 03 01, 03 10 (Form)
- Leasing or Rental Concerns Contingent Coverage, CA 20 09, 07 97 (Form)
- Exclusion of Terrorism Above Minimum Statutory Limits, CA 23 86, 01 06 (Form)
- Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits, CA 23 87, 01 06 (Form)
- Drive Other Car Coverage Broadened Coverage for Named Individuals, CA 99 10, 03 10 (Form)
- Split Liability Limits for Government Subdivisions Oklahoma , CA 99 42 , 07 01 (Form)
- Oklahoma Changes Concealment, Misrepresentation of Fraud, IL 01 77, 10 10 (Form)
- Resident Agent Countersignature Endorsement, IL 09 17, 11 85 (Form)
- Common Policy Declarations, A8031D, 0313 (Form)
- Commercial Insurance Application, A8038A, 1013 (Form)
- Business Auto Section, A8039A, 1013 (Form)
- Commercial Farm Automobile Policy, A8040P, 1112 (Form)
- Commercial Farm Auto Declarations, A8044D, 0214 (Form)
- Fire, Fire and Theft Fire, Theft and Windstorm Limited Specified Causes of Loss Coverage, A8163M, 0513 (Form)
- Schedule of Forms, A8164M, 0513 (Form)
- Auto Loan/Lease Gap Coverage, A8165M, 0613 (Form)

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

- Schedule of Additional Named Insured(s), A8166M, 0613 (Form)
- Schedule of Taxes, A8167M, 0613 (Form)
- Schedule of Endorsement, A8168M, 0613 (Form)
- Vehicle Schedule, A8180M, 1013 (Form)
- Commercial Auto Driver Information Schedule, A8181M, 1013 (Form)
- Named Driver Exclusion, A8784E, 0812 (Form)
- Gap Coverage Rented Automobile, A8787E, 0812 (Form)
- Commercial Farm Automobile Coverage Enhancement Endorsement, A8788E, 0314 (Form)
- Amendatory Endorsement Other Insurance Provisions, A8822E, 1013 (Form)
- Oklahoma Fraud Statement, IL N 084, 09 03 (Form)
- Automobile Certificate of Insurance, ACORD 23, 05 07 (Form)
- Oklahoma Auto ID Card, ACORD 50 Ok, 10 08 (Form)
- Oklahoma Auto Supplement, ACORD 61 OK, 03 94 (Form)
- Oklahoma Commercial Auto, ACORD 137 OK, 11 01 (Form)
- Driver Self-Appraisal Form, CA 74 03, 11 04 (Form)
- Commercial Farm Auto Lay-Up, CA 75 02, 11 04 (Form)
- Oklahoma Notice Cancellation/Nonrenewal, E(GU) 408e, 11 02 (Form)

Comments: Please amend the SERFF Form Schedule to include attachment of all forms contained in this filing--new, replaced and withdrawn, including ISO (since not current ISO). Be sure to include the SERFF tracking numbers for the current approval of the forms in Oklahoma.

## Changed Items:

No Supporting Documents changed.

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Form Sch	nedule Item Changes	S							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Business Auto Coverage Form	CA 00 01	03 10	END	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace CA 00 d Form Number:	0.000	CA 00 01 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	'ersion								
1	Business Auto Coverage Form	CA 00 01	03 10	END	Replaced	Previous Filing Number:	0.000		Date Submitted: 06/16/2014 By: SPI
						Replace CA 00 d Form 01 Number:	-		AssurantPC
2	Garage Coverage Form	CA 00 05	03 10	END	New		0.000	CA 00 05 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion ersion								
2	Garage Coverage Form	CA 00 05	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
3	Business Auto Physical Damage Coverage Form	CA 00 10	03 10	END	New		0.000	CA 00 10 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion ersion								
3	Business Auto Physical Damage Coverage Form	CA 00 10	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
4	Motor Carrier Coverage Form	CA 00 20	03 10	END	New		0.000	CA 00 20 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion error								

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted
4	Motor Carrier Coverage Form	CA 00 20	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
5	Reinstatement of Insurance	CA 02 38	03 10	END	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace CA 02 d Form 38 Number:	0.000	CA 02 38 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion					Number.			
5	Reinstatement of Insurance	CA 02 38	03 10	END	Replaced	Previous Filing Number:	0.000		Date Submitted: 06/16/2014 By: SPI
						Replace CA 02 d Form 38 Number:			AssurantPC
6	Suspension of Insurance	CA 02 40	03 10	END	Replaced	Filing 1260301 Number: 11; 318253	0.000	CA 02 40 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
						Replace CA 02 d Form 40 Number:			
Previous V	/ersion								
6	Suspension of Insurance	CA 02 40	03 10	END	Replaced	Previous Filing Number:	0.000		Date Submitted: 06/16/2014 By: SPI
						Replace CA 02 d Form 40 Number:			AssurantPC
7	100 Dollar Deductible for Completed Operations Does Not Apply	CA 03 03	12 93	END	New		0.000	CA 03 03 12 93.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion			·					
7	100 Dollar	CA 03 03	12 93	END	New		0.000		Date Submitted:

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

ltem	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted
	Deductible for Completed Operations Does Not Apply								06/16/2014 By: SPI AssurantPC
8	Exclusion of Federal Employees Using Autos in Government Business	CA 04 42	03 10	END	New		0.000	CA 04 42 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
8	Exclusion of Federal Employees Using Autos in Government Business	CA 04 42	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
9	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)	CA 04 44	03 10	END	New		0.000	CA 04 44 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion		·	·	·	·	·	<u> </u>	
9	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)	CA 04 44	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
10	Golf Carts and Low-Speed Vehicles	CA 04 45	03 10	END	New		0.000	CA 04 45 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion		·						
10	Golf Carts and	CA 04 45	03 10	END	New		0.000		Date Submitted

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted
	Low-Speed Vehicles								06/16/2014 By: SPI AssurantPC
11	Audio, Visual and Data Electronic Equipment Coverage - Fire, Police and Emergency Vehicles	CA 20 02	03 10	END	New		0.000	CA 20 02 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
11	Audio, Visual and Data Electronic Equipment Coverage - Fire, Police and Vehicles	CA 20 02	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
12	Drive-Away Contractors	CA 20 05	03 10	END	New		0.000	CA 20 05 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
12	Drive-Away Contractors	CA 20 05	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
13	Driving Schools - Non-Owned Autos	CA 20 06	03 10	END	New		0.000	CA 20 06 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
13	Driving Schools - Non-Owned Autos	CA 20 06	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific	Score	Attachments	Submitted
14	Emergency Services - Volunteer Firefighers and Workers' Injuries Limited Exclusion	CA 20 07	03 10	END	New	Data	0.000	CA 20 07 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion /								
14	Emergency Services - Volunteer Firefighers and Workers' Injuries Limited Exclusion	CA 20 07	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
15	Leasing or Rental Concerns - Conversion, Embezzlemtn or Secretion Coverage	CA 20 10	12 93	END	New		0.000	CA 20 10 12 93.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V								'	
15	Leasing or Rental Concerns - Conversion, Embezzlemtn or Secretion Coverage	CA 20 10	12 93	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
16	Leasing or Rental Concerns - Exclusion of Certain Leased Autos	CA 20 11	03 06	END	New		0.000	CA 20 11 03 06.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion ersion								
16	Leasing or	CA 20 11	03 06	END	New		0.000		Date Submitted

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

ltem	Form	Form	<b>Edition</b>	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted
	Rental Concerns - Exclusion of Certain Leased Autos								06/16/2014 By: SPI AssurantPC
17	Leasing or Rental Concerns - Rent-It- There/Leave-It- Here Autos	CA 20 12	10 01	END	New		0.000	CA 20 12 10 01.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
17	Leasing or Rental Concerns - Rent-It- There/Leave-It- Here Autos	CA 20 12	10 01	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
18	Leasing or Rental Concerns - Schedule of Limits for Owned Autos	CA 20 13	10 01	END	New		0.000	CA 20 13 10 01.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
18	Leasing or Rental Concerns - Schedule of Limits for Owned Autos	CA 20 13	10 01	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
19	Leasing or Rental Concerns - Second Level Coverage	CA 20 14	07 97	END	New		0.000	CA 20 14 07 97.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
19	Leasing or	CA 20 14	07 97	END	New		0.000		Date Submitted

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted
	Rental Concerns - Second Level Coverage								06/16/2014 By: SPI AssurantPC
20	Professional Services Not Covered	CA 20 18	12 93	END	New		0.000	CA 20 18 12 93.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	ersion /								
20	Professional Services Not Covered	CA 20 18	12 93	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
21	Repossessed Autos	CA 20 19	03 10	END	New		0.000	CA 20 19 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	ersion	<u>'</u>	·	'	·	'		'	'
21	Repossessed Autos	CA 20 19	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
22	Snowmobiles	CA 20 21	03 10	END	Replaced	Previous ASPX- Filing 1260307 Number: 11; 318253 Replace CA 20 d Form 21 Number:	0.000	CA 20 21 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	ersion		·	·	·	· · · · · · · · · · · · · · · · · · ·		·	·
22	Snowmobiles	CA 20 21	03 10	END	Replaced	Previous Filing Number:	0.000		Date Submitted 06/16/2014 By: SPI
						Replace CA 20 d Form 21 Number:			AssurantPC
23	Registration Plates Not	CA 20 27	02 99	END	New		0.000	CA 20 27 02 99.PDF	Date Submitted 07/02/2014

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Form Sch	edule Item Changes	S							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
	Issued for a Specified Auto								By: SPI AssurantPC
Previous Ve	ersion								
23	Registration Plates Not Issued for a Specified Auto	CA 20 27	02 99	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
24	Emergency Services - Volunteer Firefighters and Workers' Injuries Excluded	CA 20 30	03 10	END	New		0.000	CA 20 30 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous Vo	ersion								
24	Emergency Services - Volunteer Firefighters and Workers' Injuries Excluded	CA 20 30	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
25	Autos Leased, Hired, Rented or Borrowed with Drivers - Physical Damage Coverage	CA 20 33	03 10	END	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace CA 20 d Form 33 Number:	0.000	CA 20 33 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous Vo	ersion								
25	Autos Leased, Hired, Rented or Borrowed with Drivers - Physical Damage Coverage	CA 20 33	03 10	END	Replaced	Previous Filing Number: Replace CA 20 d Form 33 Number:	0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
26	Additional	CA 20 47	07 97	END	New		0.000	CA 20 47 07	Date Submitted:

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Type	Action	Specific Data	Score	Attachments	Submitted
	Insured - Lessor of Leased Equipment							97.PDF	07/02/2014 By: SPI AssurantPC
Previous V			'	·	·	'	'		
26	Additional Insured - Lessor of Leased Equipment	CA 20 47	07 97	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
27	Additional Insured - Garages - Grantor of Franchise	CA 20 49	07 97	END	New		0.000	CA 20 49 07 97.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion/								
27	Additional Insured - Garages - Grantor of Franchise	CA 20 49	07 97	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
28	Coverage for Certain Operations in Connection with Railroads	CA 20 70	10 01	END	New		0.000	CA 20 70 10 01.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
28	Coverage for Certain Operations in Connection with Railroads	CA 20 70	10 01	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
29	Physical Damage Coverage - Autos Held for Sale by Non- Dealers	CA 20 78	03 10	END	New		0.000	CA 20 78 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Form Sch	hedule Item Change	S							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
Previous V	/ersion								
29	Physical Damage Coverage - Autos Held for Sale by Non- Dealers	CA 20 78	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
30	Explosives	CA 23 01	12 93	END	New		0.000	CA 23 01 12 93.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
30	Explosives	CA 23 01	12 93	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
31	Rolling Stores	CA 23 04	10 01	END	New		0.000	CA 23 04 10 01.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion	<u>'</u>	<u>'</u>	<u>'</u>	·	<u>'</u>	'	'	'
31	Rolling Stores	CA 23 04	10 01	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
32	Wrong Delivery of Liquid Products	CA 23 05	12 93	END	New		0.000	CA 23 05 12 93.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
32	Wrong Delivery of Liquid Products	CA 23 05	12 93	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
33	Truckers - Excess Coverage for	CA 23 08	12 93	END	New		0.000	CA 23 08 12 93.PDF	Date Submitted: 07/02/2014 By: SPI

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

	nedule Item Changes			_	_		_		
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
	the Named Insured and Named Lessors for Leased Autos								AssurantPC
Previous V	/ersion								
33	Truckers - Excess Coverage for the Named Insured and Named Lessors for Leased Autos	CA 23 08	12 93	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
34	Truckers - Insurance for Non-Trucking Use	CA 23 09	02 99	END	New		0.000	CA 23 09 02 99.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
34	Truckers - Insurance for Non-Trucking Use	CA 23 09	02 99	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
35	Truckers - Named Lessee as Insured	CA 23 12	12 93	END	New		0.000	CA 23 12 12 93.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion		·				·		
35	Truckers - Named Lessee as Insured	CA 23 12	12 93	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
36	Trailer Interchange Fire and Fire and Theft Coverages	CA 23 13	03 10	END	New		0.000	CA 23 13 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Form Sci	hedule Item Change	es							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
Previous V	/ersion						<u> </u>		
36	Trailer Interchange Fire and Fire and Theft Coverages	CA 23 13	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
37	Truckers - Uniform Intermodal Interchange Endorsement Form UIIE-1	CA 23 17	03 06	END	New		0.000	CA 23 17 03 06.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
37	Truckers - Uniform Intermodal Interchange Endorsement Form UIIE-1	CA 23 17	03 06	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
38	Truckers Endorsement	CA 23 20	03 10	END	New		0.000	CA 23 20 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
38	Truckers Endorsement	Ca 23 20	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
39	Amphibious Vehicles	CA 23 97	03 10	END	New		0.000	CA 23 97 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
39	Amphibious Vehicles	CA 23 97	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Form Sch	nedule Item Change	s							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
40	Trailer Interchange Coverage	CA 23 98	03 10	END	New		0.000	CA 23 98 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion			'	'	'	'	'	'
40	Trailer Interchange Coverage	CA 23 98	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
41	Transportation of Seasonal or Migrant Agricultural Workers	CA 24 01	03 10	END	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace CA 24 d Form Number:	0.000	CA 24 01 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion /								
41	Transportation of Seasonal or Migrant Agricultural Workers	CA 24 01	03 10	END	Replaced	Previous Filing Number: Replace CA 24 d Form 01 Number:	0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
42	Public Transportation Autos	CA 24 02	12 93	END	New		0.000	CA 24 02 12 93.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion		'	'			'		'
42	Public Transportation Autos	CA 24 02	12 93	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
43	Broad Form Products Coverage	CA 25 01	12 93	END	New		0.000	CA 25 01 12 93.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Form Sci	hedule Item Change	s							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
43	Broad Form Products Coverage	CA 25 01	12 93	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
44	Dealers Drive- Away Collision Coverage	CA 25 02	03 10	END	New		0.000	CA 25 02 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
44	Dealers Drive- Away Collision Coverage	CA 25 02	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
45	False Pretense Coverage	CA 25 03	03 10	END	New		0.000	CA 25 03 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion	'	<u>-</u>	<u>'</u>	·		<u>'</u>		'
45	False Pretense Coverage	CA 25 03	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
46	Fire, Fire and Theft and Limited Specified Causes of Loss Coverage	CA 25 04	03 10	END	New		0.000	Ca 25 04 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
46	Fire, Fire and Theft and Limited Specified Causes of Loss Coverage	CA 25 04	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
47	Garage Locations and	CA 25 05	03 06	END	New		0.000	CA 25 05 03 06.PDF	Date Submitted: 07/02/2014

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted
	Operations Medical Payments Coverage								By: SPI AssurantPC
Previous V	/ersion								
47	Garage Locations and Operations Medical Payments Coverage	CA 25 05	03 06	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
48	Locations and Operations Not Covered	CA 25 07	12 93	END	New		0.000	CA 25 07 12 93.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion		<u>'</u>	·	·	·	·	'	<u>'</u>
48	Locations and Operations Not Covered	CA 25 07	12 93	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
49	Personal Injury Liability Coverage - Garages	CA 25 08	03 10	END	New		0.000	CA 25 08 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion			·	·	·	·		
49	Personal Injury Liability Coverage - Garages	CA 25 08	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
50	Owners of Garage Premises	CA 25 09	12 93	END	New		0.000	CA 25 09 12 93.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
50	Owners of Garage Premises	CA 25 09	12 93	END	New		0.000		Date Submitted 06/16/2014 By: SPI

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Form Sch	nedule Item Change	·s							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
									AssurantPC
51	Damage to Rented Premises Liability Coverage - Garages	CA 25 10	03 10	END	New		0.000	CA 25 10 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion error								
51	Damage to Rented Premises Liability Coverage - Garages	CA 25 10	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
52	Named Driver Collision Coverage	CA 25 11	12 93	END	New		0.000	CA 25 11 12 93.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V									
52	Named Driver Collision Coverage	CA 25 11	12 93	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
53	Broadened Coverage - Garages	CA 25 14	03 10	END	New		0.000	CA 25 14 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion ersion								
53	Broadened Coverage - Garages	CA 25 14	03 10	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
54	Garage Coverage Forms - Other Than Covered Autos Exposure	CA 25 16	10 01	END	New		0.000	CA 25 16 10 01.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted
	- Total Pollution Exclusion								
Previous V	'ersion								
54	Garage Coverage Forms - Other Than Covered Autos Exposure - Total Pollution Exclusion	CA 25 16	10 01	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
55	Exclusion - Year 2000 Computer- Related and Other Electronic Problems	CA 25 18	09 98	END	New		0.000	CA 25 18 09 98.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	'ersion								
55	Exclusion - Year 2000 Computer- Related and Other Electronic Problems	CA 25 18	09 98	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
56	Exclusion - Year 2000 Computer- Related and Other Electronic Problems - Products/Work You Performed	CA 25 19	09 98	END	New		0.000	CA 25 19 09 98.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	'ersion		'	·	·	'	'	-	
56	Exclusion - Year 2000 Computer- Related and Other Electronic Problems -	CA 25 19	09 98	END	New		0.000		Date Submitted. 06/16/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Form Sch	hedule Item Change	S							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific	Readability Score	Attachments	Submitted
	Desil et alle					Data			
	Products/Work You Performed								
57	Year 2000 Limited Coverage Options - Computer - Relaetd and Other Electronic Problems	CA 25 20	09 98	END	New		0.000	CA 25 20 09 98.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
57	Year 2000 Limited Coverage Options - Computer - Relaetd and Other Electronic	CA 25 20	09 98	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
58	Exclusion - Year 2000 Computer- Related and Other Electronic Problems - With Exception for Bodily Injury on Your Premises	וו	09 98	END	New		0.000	CA 25 24 09 98.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
58	Exclusion - Year 2000 Computer- Related and Other Electronic Problems - With Exception for Bodily Injury on Your Premises	ז	09 98	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
59	Year 2000	CA 25 25	09 98	END	New		0.000	CA 25 25 09	Date Submitted:

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Form Sch	nedule Item Change	S							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
	Computer - Related and Other Electronic Problems - Exclusion of Specified Coverages for Designated Locations, Products, Services or Work yor Performed							98.PDF	07/02/2014 By: SPI AssurantPC
Previous V	/ersion	·	·	·					•
59	Year 2000 Computer - Related and Other Electronic Problems - Exclusion of Specified Coverages for Designated Locations, Products, Services or Work yor Performed	CA 25 25	09 98	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
60	Garage Coverage Form - Other than Covered Autos - Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and		03 06	END	New		0.000	CA 25 36 03 06.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Form Sch	nedule Item Change	S							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific	Readability Score	Attachments	Submitted
	Hostile Fire Exception					Data			
Previous V	ersion								
60	Garage Coverage Form - Other than Covered Autos - Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and Hostile Fire Exception		03 06	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
61	Fungi or Bacteria Exclusion - Garage Operations - Other Than Covered Autos	CA 25 37	03 06	END	New		0.000	CA 25 37 03 06.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion ersion								
61	Fungi or Bacteria Exclusion - Garage Operations - Other Than Covered Autos	CA 25 37	03 06	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
62	Limited Fungi or Bacteria Coverage for Garage Operations - Other Than Covered Autos	CA 25 38	03 06	END	New		0.000	CA 25 38 03 06.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted
Previous V	/ersion						<u> </u>		
62	Limited Fungi or Bacteria Coverage for Garage Operations - Other Than Covered Autos	CA 25 38	03 06	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
63	Silica or Silica- Related Dust Exclusion for Other Than Covered Autos Exposure - Garage Coverage Form	CA 25 39	03 06	END	New		0.000	CA 25 39 03 06.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
63	Silica or Silica- Related Dust Exclusion for Other Than Covered Autos Exposure - Garage Coverage Form		03 06	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
64	Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form)	CA 26 01	03 06	END	New		0.000	CA 26 01 03 06.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V				'			'		
64	Single Interest Automobile Physical Damage Insurance	CA 26 01	03 06	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted
	Policy (Individual Policy Form)								
65	Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)	CA 26 02	03 06	END	New		0.000	CA 26 02 03 06.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	ersion/								
65	Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)		03 06	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
66	Single Interest Deductibles	CA 26 05	04 80	END	New		0.000	CA 26 05 04 80.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion/								
66	Single Interest Deductibles	CA 26 05	04 80	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
67	Fiduciary Liability of Banks	CA 99 13	07 97	END	New		0.000	CA 99 13 07 97.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	ersion/								
67	Fiduciary Liability of Banks	CA 99 13	07 97	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

	nedule Item Changes			_	_				
No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
68	Governmental Bodies Amendatory Endorsement	CA 99 15	12 93	END	New		0.000	CA 99 15 12 93.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
68	Governmental Bodies Amendatory Endorsement	CA 99 15	12 93	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
69	Hired Autos Specified as Covered Autos You Own	CA 99 16	03 10	END	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace CA 99 d Form Number:	0.000	CA 99 16 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
69	Hired Autos Specified as Covered Autos You Own	CA 99 16	03 10	END	Replaced	Previous Filing Number: Replace CA 99 d Form 16 Number:	0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
70	Individual Named Insured - Dealers Only	CA 99 18	12 93	END	New		0.000	CA 99 18 12 93.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
70	Individual Named Insured - Dealers Only	CA 99 18	12 93	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
71	Rental Reimbursement Coverage	Reimbursement	03 10	END	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace CA 99	0.000	CA 99 23 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
						d Form 23 Number:			

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Form Sch	nedule Item Change	S							
Item	Form	Form	Edition	Form	Form	Action	Readability	Attachments	
No.	Name	Number	Date	Туре	Action	Specific	Score		Submitted
						Data			
Previous V	/ersion								
71	Rental Reimbursement Coverage	CA 99 23	03 10	END	Replaced	Previous Filing Number:	0.000		Date Submitted: 06/16/2014 By: SPI
						Replace CA 99 d Form 23 Number:			ÁssurantPC
72	Stated Amount Insurance	CA 99 28	03 10	END	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253	0.000	CA 99 28 03 10.PDF	Date Submitted: 07/02/2014 By: SPI
						Replace CA 99 d Form 28 Number:			AssurantPC
Previous V	/ersion								
72	Stated Amount Insurance	ount CA 99 28	CA 99 28 03 10	END	Replaced	Previous Filing Number:	0.000		Date Submitted: 06/16/2014 By: SPI
						Replace CA 99 d Form 28 Number:			AssurantPC
73	Tapes, Records and Discs Coverage	cords CA 99 30	CA 99 30 03 10	END	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253	0.000	CA 99 30 03 10.PDF	Date Submitted: 07/02/2014 By: SPI
				Replace CA 99 d Form 30 Number:			AssurantPC		
Previous V	/ersion								
73	Tapes, Records and Discs Coverage	CA 99 30	03 10	END	Replaced	Previous Filing Number:	0.000		Date Submitted: 06/16/2014 By: SPI
						Replace CA 99 d Form 30 Number:			AssurantPC
74	Social Services Agencies - Volunteers as Insureds	CA 99 34	12 93	END	New		0.000	CA 99 34 12 93.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted
Previous V	'ersion		<u>'</u>	·	<u>'</u>	<u>'</u>		'	'
74	Social Services Agencies - Volunteers as Insureds	CA 99 34	12 93	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
75	Garagekeepers Coverage	CA 99 37	03 10	END	New		0.000	CA 99 37 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	'ersion								
<i>7</i> 5	Garagekeepers Coverage	CA 99 37	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
76	Split Liability Limits - Garages	CA 99 38	01 87	END	New		0.000	CA 99 38 01 87.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	'ersion		'		·	'			
76	Split Liability Limits - Garages	CA 99 38	01 87	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
77	Employee as Lessor	CA 99 47	03 10	END	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace CA 99 d Form Number:	0.000	CA 99 47 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	'ersion								
77	Employee as Lessor	CA 99 47	03 10	END	Replaced	Previous Filing Number: Replace CA 99 d Form 47	0.000		Date Submitted 06/16/2014 By: SPI AssurantPC

Filing Company:

American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

State:

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

Oklahoma

Item	Form	Form	Edition	Form Type	Form	Action	Readability	Attachments	Submitted
No.	Name	Number	Date		Action	Specific Data	Score		
78	Pollution Liability - Broadened Coverege for Covered Autos - Garage Coverage Form	CA 99 55	03 06	END	New		0.000	CA 99 55 03 06.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
78	Pollution Liability - Broadened Coverege for Covered Autos - Garage Coverage Form	CA 99 55	03 06	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
79	Garagekeepers Coverage- Customers' Sound- Receiving Equipment	CA 99 59	03 10	END	New		0.000	CA 99 59 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
79	Garagekeepers Coverage- Customers' Sound- Receiving Equipment	CA 99 59	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
80	Audio, Visual and Data Electronic Equipment Coverage Added Limits	CA 99 60	03 10	END	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253 Replace CA 99 d Form 60 Number:	0.000	CA 99 60 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	ersion/								
80	Audio, Visual and Data	CA 99 60	03 10	END	Replaced	Previous Filing Number:	0.000		Date Submitted 06/16/2014

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific	Score	Attachments	Submitted
						Data			
	Electronic Equipment Coverage Added Limits					Replace CA 99 d Form 60 Number:			By: SPI AssurantPC
81	Loss Payable Clause - Audio, Visual and Data Electronic	CA 99 61	03 10	END	Replaced	Filing 1260301 Number: 11; 318253	0.000	CA 99 61 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
	Equipment Coverage Added Limits					Replace CA 99 d Form 61 Number:	_		
Previous V	ersion ersion								
81	Loss Payable Clause - Audio, Visual and Data Electronic	Audio, Filing Number:	0.000		Date Submitted 06/16/2014 By: SPI AssurantPC				
	Electronic Equipment Coverage Added Limits					Replace CA 99 d Form 61 Number:			Assurante
82	Optional LImits - Loss of Use Expenses		CA 99 90 03 10	END	Replaced	Previous ASPX- Filing 1260301 Number: 11; 318253	0.000	CA 99 90 03 10.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
						Replace CA 99 d Form 90 Number:			Assuranti C
Previous V	'ersion								
82	Optional LImits - Loss of Use Expenses	CA 99 90	03 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
83	Calculation of Premium		09 08 END	END	Replaced	Previous Filing Number:	0.000	IL 00 03 09 08.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
						Replace IL 00 03 d Form Number:	3		

 SERFF Tracking #:
 ASPX-G129592222
 State Tracking #:
 ASPX-G129592222
 Company Tracking #:
 OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific	Score	Attachments	Submitted
110.	Name	Number	Date	Турс	Action	Data	Ocorc	Attaomicitis	Odbillitted
83	Calculation of Premium	IL 00 03	09 08	END	Replaced	Previous Filing Number: Replace IL 00 03 d Form Number:	0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
84	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21	09 08	END	Replaced	Previous ASPX- Filing 1260307 Number: 11; 318253 Replace IL 00 21 d Form Number:		IL 00 21 09 08.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
84	Nuclear Energy Liability Exclusion Endorsement	IL 00 21	09 08	END	Replaced	Previous Filing Number: Replace IL 00 21	0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
	(Broad Form)					d Form Number:			
85	Leasing or Rental Concerns - Contingent Coverage	CA 20 09	07 97	END	New		0.000	CA 20 09 07 97.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
85	Leasing or Rental Concerns - Contingent Coverage	CA 20 09	07 97	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
86	Exclusion of Terrorism Above Minimum Statutory Limits		01 06	END	New		0.000	CA 23 86 01 06.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
86	Exclusion of Terrorism	CA 23 86	01 06	END	New		0.000		Date Submitted 06/16/2014

 SERFF Tracking #:
 ASPX-G129592222
 State Tracking #:
 ASPX-G129592222
 Company Tracking #:
 OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Item No.	Form	Form	Edition	Form	Form	Action	Readability	Attack manta	Cubmitted
NO.	Name	Number	Date	Туре	Action	Specific Data	Score	Attachments	Submitted
	Above Minimum Statutory Limits								By: SPI AssurantPC
87	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	CA 23 87	01 06	END	New		0.000	CA 23 87 01 06.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
87	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits		01 06	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
88	Drive Other Car Coverage - Broadened Coverage for Named Individuals	CA 99 10	03 10	END	Replaced	Previous ASPX- Filing 126030: Number: 1; 318253 Replace CA 99 d Form Number:	0.000	CA 99 10 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	/ersion								
88	Drive Other Car Coverage - Broadened Coverage for Named Individuals	CA 99 10	03 10	END	Replaced	Previous Filing Number: Replace CA 99 d Form 10 Number:	0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
89	Split Liability Limits for Government Subdivisions -	CA 99 42	07 01	END	New		0.000	CA 99 42 07 01.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific	Readability Score	Attachments	Submitted
	, italii			. , , ,	71011011	Data	333.3		
	Oklahoma								
Previous V	'ersion								
89	Split Liability Limits for Government Subdivisions - Oklahoma	CA 99 42	07 01	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
90	Oklahoma Changes - Concealment, Misrepresentati on of Fraud	IL 01 77	10 10	END	New		0.000	IL 01 77 10 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC
Previous V	ersion ersion								
90	Oklahoma Changes - Concealment, Misrepresentati on of Fraud	IL 01 77	10 10	END	New		0.000		Date Submitted 06/16/2014 By: SPI AssurantPC
91	Automobile Certificate of Insurance	ACORD 23	05 07	END	Withdrawn	Previous Filing Number:	0.000	ACORD 23.PDF	Date Submitted 07/02/2014 By: SPI
						Replace d Form Number:			AssurantPC
Previous V	ersion ersion								
91	Automobile Certificate of Insurance	ACORD 23	05 07	END	Withdrawn	Previous Filing Number:	0.000		Date Submitted 06/16/2014 By: SPI
						Replace d Form Number:			ÁssurantPC
92	Oklahoma Auto ID Card	ACORD 50 Ok	10 08	END	Withdrawn	Previous Filing Number:	0.000	ACORD 50 OK.PDF	Date Submitted 07/02/2014 By: SPI
						Replace d Form Number:			AssurantPC

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific	Score	Attachments	Submitted
140.	Name	Number	Date	туре	Action	Data	Score	Attacriments	Submitted
92	Oklahoma Auto ID Card	ACORD 50 Ok	10 08	END	Withdrawn	Previous Filing Number:	0.000		Date Submitted 06/16/2014 By: SPI
						Replace d Form Number:			AssurantPC
93	Oklahoma Auto Supplement	ACORD 61 OK	03 94	END	Withdrawn	Previous Filing Number:	0.000	ACORD 61 OK.PDF	Date Submitted 07/02/2014 By: SPI
						Replace d Form Number:			AssurantPC
Previous V	/ersion								
93	Oklahoma Auto Supplement	ACORD 61 OK	03 94	END	Withdrawn	Previous Filing Number:	0.000		Date Submitted 06/16/2014 By: SPI
						Replace d Form Number:			AssurantPC
94	Oklahoma Commercial Auto	ACORD 137 OK	11 01	END	Withdrawn	Previous Filing Number:	0.000	ACORD 137 OK.PDF	Date Submitted 07/02/2014 By: SPI
	, tute					Replace d Form Number:			AssurantPC
Previous V	/ersion		<u>'</u>	·	·		·	·	·
94	Oklahoma Commercial Auto	ACORD 137 OK	11 01	END	Withdrawn	Previous Filing Number:	0.000		Date Submitted 06/16/2014 By: SPI
	7.000					Replace d Form Number:			AssurantPC
95	Deductible Liability Coverage	CA 03 01	03 10	END	New	,	0.000	CA 03 01 03 10.PDF	Date Submitted 07/02/2014 By: SPI AssurantPC

No Rate/Rule Schedule items changed.

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

### Response 3

#### Comments:

We have audited our policies, and none of the forms listed above are attached to any active policies.

#### Related Objection 3

Applies To:

- Automobile Certificate of Insurance, ACORD 23, 05 07 (Form)
- Oklahoma Auto ID Card, ACORD 50 Ok, 10 08 (Form)
- Oklahoma Auto Supplement, ACORD 61 OK, 03 94 (Form)
- Oklahoma Commercial Auto, ACORD 137 OK, 11 01 (Form)
- Driver Self-Appraisal Form, CA 74 03, 11 04 (Form)
- Commercial Farm Auto Lay-Up, CA 75 02, 11 04 (Form)
- Oklahoma Notice Cancellation/Nonrenewal, E(GU) 408e, 11 02 (Form)

Comments: Please confirm that there are no active Oklahoma policies with these forms attached. If there are, they cannot be withdrawn at this time.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

### Response 4

#### Comments:

We have withdrawn form CA 04 25

### Related Objection 4

Applies To:

- California - Individual Named Insured, CA 04 25, 05 07 (Form)

Comments: This is not an Oklahoma form. Please withdraw.

### Changed Items:

No Supporting Documents changed.

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

Form Sch	nedule Item Change	S							
Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific	Score	Attachments	Submitted
						Data			
1	California - Individual Named Insured	CA 04 25	05 07	END	Withdrawn	Previous Filing Number:	0.000		Date Submitted: 07/02/2014 By: SPI
	13.1.103 11.103.103					Replace CA 04 d Form 25 Number:			AssurantPC
Previous V	/ersion								
1	California - Individual Named Insured	CA 04 25	05 07	END	Replaced	Previous Filing Number: Replace CA 04	0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
						d Form 25 Number:			Assuranti

No Rate/Rule Schedule items changed.

### Response 5

#### Comments:

Side by side comparisons were submitted with the original submission.

### Related Objection 5

Comments: ALL non-ISO forms being revised/replaced must have a side by side comparison of the currently approved and proposed form submitted under Supporting Documentation.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

### Response 6

#### Comments:

We have filed and received approval for the ISO - CA 21 18 02 12 - Oklahoma Uninsured Motorists Coverage; SERFF Filing ID: ASPX-G127797411.

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

### Related Objection 6

Comments: What uninsured motorist coverage form are you using?

#### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

### Response 7

#### Comments:

We have filed and received approval for the ISO Interline form, IL U 023 04 05 - Oklahoma Uninsured Motorists Coverage Selection/Rejection; SERFF Filing ID: ASPX-126030111; OK File No. 318253.

#### Related Objection 7

Comments: How will you comply with 36 O.S. 3636.H, Oklahoma's uninsured motorist coverage selection/rejection statute? ISO has IL U 023. It was filed on an advisory only basis, not for automatic adoption by insurers. As such, if you wish to use that form, you must attach it under the Schedule. ACORD has a compliant 2009 form that you may use. To use the ACORD form, simply provide the Form Number, Edition Date and SERFF tracking number of the ACORD filing containing the form. Wolters-Kluwer also has a compliant 2009 form. To use it, attach it under the SERFF Form Schedule. Or, you may attach an independent form patterned after 36 O.S. 3636.H. under the Schedule.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

## Response 8

#### Comments:

Please see a copy of our Oklahoma Security Verification Card accompanying our response.

## **Related Objection 8**

Comments: How will you comply with 47 O.S. 7-601.1, Oklahoma's Security Verification ID Card statute? ACORD has a compliant 08/2009 form that you can use. To do so, please provide the Form Number, Edition Date and SERFF tracking number of the ACORD filing containing the ID Card. Wolters-Kluwer has R1319c that you can use. To do so, you must attach it under the SERFF Form Schedule. Or, you may attach an independent ID Card with all statutory requirements under the Schedule.

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

#### Changed Items:

<b>Supporting Document Schedule</b>	Item Changes
Satisfied - Item:	OK - Owners Security Verification Form
Comments:	
Attachment(s):	OK - Owners Security Verification Form.PDF

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

#### Response 9

#### Comments:

Below are the ISO state amendatory forms we utilize:

CA 01 32 03 94 - Oklahoma Changes

IL 01 77 10 10 - Oklahoma Changes - Concealment, Misrepresentation Or Fraud

IL 01 79 10 02 - Oklahoma Notice

IL 01 93 09 07 - Oklahoma Exclusion Of Trustor As Named Insured

IL 02 36 09 07 - Oklahoma Changes - Cancellation And Nonrenewal

IL N 084 09 03 - Oklahoma Fraud Statement

### Related Objection 9

Comments: Please confirm that you will use ISO's state amendatory cancellation/nonrenewal, fraud warning and void endorsements.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

### Response 10

#### Comments:

We request to withdraw the CA DS 09, CA DS 15 and CA DS 21. Please see copies of the A8031D and A8044D accompanying our response.

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

### Related Objection 10

Applies To:

- Garage Declarations, CA DS 09, 03 10 (Form)
- Business Auto Physical Damage Declarations, CA DS 15, 03 10 (Form)
- Motor Carrier Declarations, CA DS 21, 03 10 (Form)
- Common Policy Declarations, A8031D, 0313 (Form)
- Commercial Farm Auto Declarations, A8044D, 0214 (Form)

Comments: These must be attached under the SERFF Form Schedule and include the company's name and complete street address pursuant to 36 O.S. 3613.B.2, along with a policy expiration of 12:01am Standard Time pursuant to 36 O.S. 3635.1.

### Changed Items:

No Supporting Documents changed.

 SERFF Tracking #:
 ASPX-G129592222
 State Tracking #:
 ASPX-G129592222
 Company Tracking #:
 OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Form Sch	hedule Item Change	S							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Garage Declarations	CA DS 09	03 10	DEC	Withdrawn	Previous Filing Number:	0.000	CA DS 09 03 10.PDF	Date Submitted: 07/02/2014 By: SPI
						Replace d Form Number:			AssurantPC
Previous V	/ersion								
1	Garage Declarations	CA DS 09	03 10	DEC	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
2	Business Auto Physical Damage	CA DS 15	03 10	DEC	Withdrawn	Previous Filing Number:	0.000	CA DS 15 03 10.PDF	Date Submitted: 07/02/2014 By: SPI
	Declarations					Replace d Form Number:			AssurantPC
Previous V	/ersion								
2	Business Auto Physical Damage Declarations	CA DS 15	03 10	DEC	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
3	Motor Carrier Declarations	CA DS 21	03 10	DEC	Withdrawn	Previous Filing Number:	0.000	CA DS 21 03 10.PDF	Date Submitted: 07/02/2014 By: SPI
						Replace d Form Number:			AssurantPC
Previous V	/ersion								
3	Motor Carrier Declarations	CA DS 21	03 10	DEC	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC
4	Common Policy Declarations	A8031D	0313	DEC	Replaced	Previous ASPX- Filing 12603 Number: 11; 31825 Replace A8031	01 3	A8031D0313 - Common Policy Dec.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
						d Form			

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

Form Sch	nedule Item Change	S							
Item	Form	Form	Edition	Form	Form	Action	Readability		
No.	Name	Number	Date	Туре	Action	Specific	Score	Attachments	Submitted
						Data			
						Number:			
Previous V	/ersion								
4	Common Policy Declarations	A8031D	0313	DEC	Replaced	Previous ASPX- Filing 126030 Number: 11; 318253	11	A8031D0313 - CFA_Common Policy Dec.PDF	
						Replace A8031L d Form Number:	,		
5	Commercial Farm Auto Declarations	A8044D	0714	DEC	Replaced	Previous ASPX- Filing 126030 Number: 11; 318253		A8044D0714 - CFA Declarations Page.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
						Replace CA 70 d Form 01 Number:		agan I	
Previous V	/ersion								
5	Commercial Farm Auto Declarations	A8044D	0214	DEC	Replaced	Previous ASPX- Filing 126030 Number: 11; 318253	11	A8044D0214 - Declarations Page.PDF	Date Submitted: 06/16/2014 By: SPI AssurantPC
						Replace CA 70 d Form 01 Number:			

No Rate/Rule Schedule items changed.

## Response 11

#### Comments:

We request to withdraw the IL 09 17 - Resident Agent Countersignature Endorsement. (Please note: ISO still shows this as a valid form under Division One - Commercial Automobile for use in Oklahoma and why we included it with our filing.)

## Related Objection 11

Applies To:

- Resident Agent Countersignature Endorsement, IL 09 17, 11 85 (Form)

Comments: This form is no longer applicable in Oklahoma. Please withdraw.

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

### Changed Items:

No Supporting Documents changed.

Form Schedu	le Item Changes	3							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Resident Agent Countersignatur e Endorsement		11 85	END	Withdrawn	Previous Filing Number: Replace d Form Number:	0.000	IL 09 17 11 85.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous Versio	n								
1	Resident Agent Countersignatur e Endorsement		11 85	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC

No Rate/Rule Schedule items changed.

## Response 12

#### Comments:

The A8038A is not attached and does not form a part of the policy. We have submitted this for informational purposes.

### Related Objection 12

Applies To:

- Commercial Insurance Application, A8038A, 1013 (Form)

Comments: Is this form attached to and made a part of the policy pursuant to 36 O.S. 3610? If not, it is considered informational only. Please advise.

## Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

## Response 13

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

#### Comments:

We request to file the IL N 084 09 03 - Oklahoma Fraud Statement. A copy of the form accompanies our response.

### Related Objection 13

Applies To:

- Oklahoma Fraud Statement, IL N 084, 09 03 (Form)

Comments: This form is not approved in Oklahoma. Please attach the approved ISO Fraud Warning Endorsement under the SERFF Form Schedule.

### Changed Items:

No Supporting Documents changed.

Form Sche	edule Item Chan	ges							
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Oklahoma Fraud Statement	IL N 084	09 03	END	New		0.000	IL N 084 09 03.PDF	Date Submitted: 07/02/2014 By: SPI AssurantPC
Previous Ve	ersion								
1	Oklahoma Fraud Statement	IL N 084	09 03	END	New		0.000		Date Submitted: 06/16/2014 By: SPI AssurantPC

No Rate/Rule Schedule items changed.

#### Conclusion:

Thank you,

Theresa Elijah

Sincerely,

SPI AssurantPC

Company Tracking #: OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

## **Note To Filer**

Created By:

Marletta Bruner, CIC on 07/31/2014 10:16 AM

Last Edited By:

Marletta Bruner, CIC

**Submitted On:** 

07/31/2014 10:16 AM

Subject:

**Effective Date Correction** 

**Comments:** 

Effective date has been corrected. No SERFF Post Submission Updated needed.

Company Tracking #: OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

## **Note To Filer**

**Created By:** 

Marletta Bruner, CIC on 07/31/2014 10:13 AM

Last Edited By:

Marletta Bruner, CIC

**Submitted On:** 

07/31/2014 10:13 AM

Subject:

**Effective Date Changes** 

**Comments:** 

Effective date change requests must be submitted in a SERFF Post Submission Update.

Company Tracking #: OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

## **Note To Reviewer**

Created By:

SPI AssurantPC on 07/31/2014 10:05 AM

Last Edited By:

SPI AssurantPC

**Submitted On:** 

07/31/2014 10:05 AM

Subject:

Effective Date Change

**Comments:** 

Due to programming constraints, we would like to amend our effective dates to 11/15/14 for New Business and 1/15/15 for Renewal Business. Please send an updated disposition.

Thank you,

Theresa Elijah

Company Tracking #: OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

## **Note To Filer**

Created By:

Marletta Bruner, CIC on 06/25/2014 07:11 AM

Last Edited By:

Marletta Bruner, CIC

**Submitted On:** 

07/31/2014 07:45 AM

Subject:

**Extension Granted** 

**Comments:** 

Extension to July 2 granted.

Company Tracking #: OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

## **Note To Reviewer**

Created By:

SPI AssurantPC on 06/24/2014 03:28 PM

Last Edited By:

Marletta Bruner, CIC

**Submitted On:** 

07/31/2014 07:45 AM

Subject:

Note to Reviewer

#### Comments:

American Reliable Insurance Company waives the deemer provisions contained in Oklahoma Statute 36 O.S. 3610.B. We would also like to request an extension in order to submit our objection response until July 2, 2014. Please advise.

Thank you,

Theresa Elijah

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

## Form Schedule

ltem	Schedule Item	Form	Form	Edition	Form	Form	<b>Action Speci</b>	fic	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data		Score	Attachments
1	Approved 07/18/2014	Business Auto Coverage Form	CA 00 01	03 10	END	Replaced	Previous Filing Number:	126030111; 318253	0.000	CA 00 01 03 10.PDF
							Replaced Form Number:	CA 00 01		
2	Approved 07/18/2014	Garage Coverage Form	CA 00 05	03 10	END	New			0.000	CA 00 05 03 10.PDF
3	Approved 07/18/2014	Business Auto Physical Damage Coverage Form	CA 00 10	03 10	END	New			0.000	CA 00 10 03 10.PDF
4	Approved 07/18/2014	Motor Carrier Coverage Form	CA 00 20	03 10	END	New			0.000	CA 00 20 03 10.PDF
5	Approved 07/18/2014	Reinstatement of Insurance	CA 02 38	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 02 38 03 10.PDF
							Replaced Form Number:	CA 02 38		
6	Approved 07/18/2014	Suspension of Insurance	CA 02 40	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 02 40 03 10.PDF
							Replaced Form Number:	CA 02 40		
7	Approved 07/18/2014	100 Dollar Deductible for Completed Operations Does Not Apply	CA 03 03	12 93	END	New			0.000	CA 03 03 12 93.PDF
8	Disapproved 07/18/2014	California - Individual Named Insured	CA 04 25	05 07	END	Withdrawn	Previous Filing Number:		0.000	
							Replaced Form Number:	CA 04 25		
9	Approved 07/18/2014	Exclusion of Federal Employees Using Autos in Government Business	CA 04 42	03 10	END	New			0.000	CA 04 42 03 10.PDF
10	Approved 07/18/2014	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)	CA 04 44	03 10	END	New			0.000	CA 04 44 03 10.PDF
11	Approved 07/18/2014	Golf Carts and Low-Speed Vehicles	CA 04 45	03 10	END	New			0.000	CA 04 45 03 10.PDF

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

ltem	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data		Score	Attachments
12	Approved 07/18/2014	Audio, Visual and Data Electronic Equipment Coverage - Fire, Police and Emergency Vehicles	CA 20 02	03 10	END	New			0.000	CA 20 02 03 10.PDF
13	Approved 07/18/2014	Drive-Away Contractors	CA 20 05	03 10	END	New			0.000	CA 20 05 03 10.PDF
14	Approved 07/18/2014	Driving Schools - Non- Owned Autos	CA 20 06	03 10	END	New			0.000	CA 20 06 03 10.PDF
15	Approved 07/18/2014	Emergency Services - Volunteer Firefighers and Workers' Injuries Limited Exclusion	CA 20 07	03 10	END	New			0.000	CA 20 07 03 10.PDF
16	Approved 07/18/2014	Leasing or Rental Concerns - Conversion, Embezzlemtn or Secretion Coverage	CA 20 10	12 93	END	New			0.000	CA 20 10 12 93.PDF
17	Approved 07/18/2014	Leasing or Rental Concerns - Exclusion of Certain Leased Autos	CA 20 11	03 06	END	New			0.000	CA 20 11 03 06.PDF
18	Approved 07/18/2014	Leasing or Rental Concerns - Rent-It- There/Leave-It-Here Autos	CA 20 12	10 01	END	New			0.000	CA 20 12 10 01.PDF
19	Approved 07/18/2014	Leasing or Rental Concerns - Schedule of Limits for Owned Autos	CA 20 13	10 01	END	New			0.000	CA 20 13 10 01.PDF
20	Approved 07/18/2014	Leasing or Rental Concerns - Second Level Coverage	CA 20 14	07 97	END	New			0.000	CA 20 14 07 97.PDF
21	Approved 07/18/2014	Professional Services Not Covered	CA 20 18	12 93	END	New			0.000	CA 20 18 12 93.PDF
22	Approved 07/18/2014	Repossessed Autos	CA 20 19	03 10	END	New			0.000	CA 20 19 03 10.PDF
23	Approved 07/18/2014	Snowmobiles	CA 20 21	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 20 21 03 10.PDF
							Replaced Form Number:	CA 20 21		

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

ltem	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data		Score	Attachments
24	Approved 07/18/2014	Registration Plates Not Issued for a Specified Auto	CA 20 27	02 99	END	New			0.000	CA 20 27 02 99.PDF
25	Approved 07/18/2014	Emergency Services - Volunteer Firefighters and Workers' Injuries Excluded	CA 20 30	03 10	END	New			0.000	CA 20 30 03 10.PDF
26	Approved 07/18/2014	Autos Leased, Hired, Rented or Borrowed with Drivers - Physical Damage	CA 20 33	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 20 33 03 10.PDF
		Coverage					Replaced Form Number:	CA 20 33		
27	Approved 07/18/2014	Additional Insured - Lessor of Leased Equipment	CA 20 47	07 97	END	New			0.000	CA 20 47 07 97.PDF
28	Approved 07/18/2014	Additional Insured - Garages - Grantor of Franchise	CA 20 49	07 97	END	New			0.000	CA 20 49 07 97.PDF
9	Approved 07/18/2014	Coverage for Certain Operations in Connection with Railroads	CA 20 70	10 01	END	New			0.000	CA 20 70 10 01.PDF
80	Approved 07/18/2014	Physical Damage Coverage - Autos Held for Sale by Non-Dealers	CA 20 78	03 10	END	New			0.000	CA 20 78 03 10.PDF
31	Approved 07/18/2014	Explosives	CA 23 01	12 93	END	New			0.000	CA 23 01 12 93.PDF
32	Approved 07/18/2014	Rolling Stores	CA 23 04	10 01	END	New			0.000	CA 23 04 10 01.PDF
3	Approved 07/18/2014	Wrong Delivery of Liquid Products	CA 23 05	12 93	END	New			0.000	CA 23 05 12 93.PDF
34	Approved 07/18/2014	Truckers - Excess Coverage for the Named Insured and Named Lessors for Leased Autos	CA 23 08	12 93	END	New			0.000	CA 23 08 12 93.PDF
35	Approved 07/18/2014	Truckers - Insurance for Non-Trucking Use	CA 23 09	02 99	END	New			0.000	CA 23 09 02 99.PDF
86	Disapproved 07/18/2014	Truckers - Insurance for Non-Trucking Use	CA 23 09	02 99	END	New			0.000	
37	Approved 07/18/2014	Truckers - Named Lessee as Insured	CA 23 12	12 93	END	New			0.000	CA 23 12 12 93.PDF

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

ltem	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data		Score	Attachments
38	Approved 07/18/2014	Trailer Interchange Fire and Fire and Theft Coverages	CA 23 13	03 10	END	New			0.000	CA 23 13 03 10.PDF
9	Approved 07/18/2014	Truckers - Uniform Intermodal Interchange Endorsement Form UIIE-1	CA 23 17	03 06	END	New			0.000	CA 23 17 03 06.PDF
10	Approved 07/18/2014	Truckers Endorsement	CA 23 20	03 10	END	New			0.000	CA 23 20 03 10.PDF
1	Approved 07/18/2014	Amphibious Vehicles	CA 23 97	03 10	END	New			0.000	CA 23 97 03 10.PDF
12	Approved 07/18/2014	Trailer Interchange Coverage	CA 23 98	03 10	END	New			0.000	CA 23 98 03 10.PDF
13	Approved 07/18/2014	Transportation of Seasonal or Migrant Agricultural Workers	CA 24 01	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 24 01 03 10.PDF
		riginountarial resilience					Replaced Form Number:	CA 24 01		
4	Approved 07/18/2014	Public Transportation Autos	CA 24 02	12 93	END	New			0.000	CA 24 02 12 93.PDF
15	Approved 07/18/2014	Broad Form Products Coverage	CA 25 01	12 93	END	New			0.000	CA 25 01 12 93.PDF
ŀ6	Approved 07/18/2014	Dealers Drive-Away Collision Coverage	CA 25 02	03 10	END	New			0.000	CA 25 02 03 10.PDF
17	Approved 07/18/2014	False Pretense Coverage	CA 25 03	03 10	END	New			0.000	CA 25 03 03 10.PDF
8	Approved 07/18/2014	Fire, Fire and Theft and Limited Specified Causes of Loss Coverage	CA 25 04	03 10	END	New			0.000	Ca 25 04 03 10.PDF
9	Approved 07/18/2014	Garage Locations and Operations Medical Payments Coverage	CA 25 05	03 06	END	New			0.000	CA 25 05 03 06.PDF
50	Approved 07/18/2014	Locations and Operations Not Covered	CA 25 07	12 93	END	New			0.000	CA 25 07 12 93.PDF
51	Approved 07/18/2014	Personal Injury Liability Coverage - Garages	CA 25 08	03 10	END	New			0.000	CA 25 08 03 10.PDF
52	Approved 07/18/2014	Owners of Garage Premises	CA 25 09	12 93	END	New			0.000	CA 25 09 12 93.PDF

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data	Score	Attachments
53	Approved 07/18/2014	Damage to Rented Premises Liability Coverage - Garages	CA 25 10	03 10	END	New		0.000	CA 25 10 03 10.PDF
54	Approved 07/18/2014	Named Driver Collision Coverage	CA 25 11	12 93	END	New		0.000	CA 25 11 12 93.PDF
55	Approved 07/18/2014	Broadened Coverage - Garages	CA 25 14	03 10	END	New		0.000	CA 25 14 03 10.PDF
56	Approved 07/18/2014	Garage Coverage Forms - Other Than Covered Autos Exposure - Total Pollution Exclusion	CA 25 16	10 01	END	New		0.000	CA 25 16 10 01.PDF
57	Approved 07/18/2014	Exclusion - Year 2000 Computer-Related and Other Electronic Problems	CA 25 18	09 98	END	New		0.000	CA 25 18 09 98.PDF
58	Approved 07/18/2014	Exclusion - Year 2000 Computer-Related and Other Electronic Problems - Products/Work You Performed	CA 25 19	09 98	END	New		0.000	CA 25 19 09 98.PDF
59	Approved 07/18/2014	Year 2000 Limited Coverage Options - Computer - Relaetd and Other Electronic Problems	CA 25 20	09 98	END	New		0.000	CA 25 20 09 98.PDF
60	Approved 07/18/2014	Exclusion - Year 2000 Computer-Related and Other Electronic Problems - With Exception for Bodily Injury on Your Premises	CA 25 24	09 98	END	New		0.000	CA 25 24 09 98.PDF
61	Approved 07/18/2014	Year 2000 Computer - Related and Other Electronic Problems - Exclusion of Specified Coverages for Designated Locations, Products, Services or Work yor Performed	CA 25 25	09 98	END	New		0.000	CA 25 25 09 98.PDF

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

ltem	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data		Score	Attachments
62	Approved 07/18/2014	Garage Coverage Form - Other than Covered Autos - Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and Hostile Fire Exception	CA 25 36	03 06	END	New			0.000	CA 25 36 03 06.PDF
63	Approved 07/18/2014	Fungi or Bacteria Exclusion - Garage Operations - Other Than Covered Autos	CA 25 37	03 06	END	New			0.000	CA 25 37 03 06.PDF
64	Approved 07/18/2014	Limited Fungi or Bacteria Coverage for Garage Operations - Other Than Covered Autos	CA 25 38	03 06	END	New			0.000	CA 25 38 03 06.PDF
65	Approved 07/18/2014	Silica or Silica-Related Dust Exclusion for Other Than Covered Autos Exposure - Garage Coverage Form	CA 25 39	03 06	END	New			0.000	CA 25 39 03 06.PDF
66	Approved 07/18/2014	Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form)	CA 26 01	03 06	END	New			0.000	CA 26 01 03 06.PDF
67	Approved 07/18/2014	Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)	CA 26 02	03 06	END	New			0.000	CA 26 02 03 06.PDF
88	Approved 07/18/2014	Single Interest Deductibles	CA 26 05	04 80	END	New			0.000	CA 26 05 04 80.PDF
9	Approved 07/18/2014	Fiduciary Liability of Banks	CA 99 13	07 97	END	New			0.000	CA 99 13 07 97.PDF
70	Approved 07/18/2014	Governmental Bodies Amendatory Endorsement	CA 99 15	12 93	END	New			0.000	CA 99 15 12 93.PDF
'1	Approved 07/18/2014	Hired Autos Specified as Covered Autos You Own	CA 99 16	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 99 16 03 10.PDF
							Replaced Form Number:	CA 99 16		

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

ltem	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data		Score	Attachments
72	Approved 07/18/2014	Individual Named Insured - Dealers Only	CA 99 18	12 93	END	New			0.000	CA 99 18 12 93.PDF
73	Approved 07/18/2014	Rental Reimbursement Coverage	CA 99 23	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 99 23 03 10.PDF
							Replaced Form Number:	CA 99 23		
74	Approved 07/18/2014	Stated Amount Insurance	CA 99 28	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 99 28 03 10.PDF
							Replaced Form Number:	CA 99 28		
75	Approved 07/18/2014	Tapes, Records and Discs Coverage	CA 99 30	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 99 30 03 10.PDF
							Replaced Form Number:	CA 99 30		
76	Approved 07/18/2014	Social Services Agencies - Volunteers as Insureds	CA 99 34	12 93	END	New			0.000	CA 99 34 12 93.PDF
77	Approved 07/18/2014	Garagekeepers Coverage	CA 99 37	03 10	END	New			0.000	CA 99 37 03 10.PDF
78	Approved 07/18/2014	Split Liability Limits - Garages	CA 99 38	01 87	END	New			0.000	CA 99 38 01 87.PDF
79	Approved 07/18/2014	Employee as Lessor	CA 99 47	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 99 47 03 10.PDF
							Replaced Form Number:	CA 99 47		
80	Approved 07/18/2014	Pollution Liability - Broadened Coverege for Covered Autos - Garage Coverage Form	CA 99 55	03 06	END	New			0.000	CA 99 55 03 06.PDF
81	Approved 07/18/2014	Garagekeepers Coverage- Customers' Sound- Receiving Equipment	CA 99 59	03 10	END	New			0.000	CA 99 59 03 10.PDF
82	Approved 07/18/2014	Audio, Visual and Data Electronic Equipment Coverage Added Limits	CA 99 60	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 99 60 03 10.PDF
		Coverage Added Limits					Replaced Form Number:	CA 99 60		

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data		Score	Attachments
83	Approved 07/18/2014	Loss Payable Clause - Audio, Visual and Data Electronic Equipment	CA 99 61	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 99 61 03 10.PDF
		Coverage Added Limits					Replaced Form Number:	CA 99 61		
84	Approved 07/18/2014	Optional LImits - Loss of Use Expenses	CA 99 90	03 10	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	CA 99 90 03 10.PDF
							Replaced Form Number:	CA 99 90		
85	Disapproved 07/18/2014	Garage Declarations	CA DS 09	03 10	DEC	Withdrawn	Previous Filing Number:		0.000	CA DS 09 03 10.PDF
							Replaced Form Number:			
86	Disapproved 07/18/2014	Business Auto Physical Damage Declarations	CA DS 15	03 10	DEC	Withdrawn	Previous Filing Number:		0.000	CA DS 15 03 10.PDF
							Replaced Form Number:			
87	Disapproved 07/18/2014	Motor Carrier Declarations	CA DS 21	03 10	DEC	Withdrawn	Previous Filing Number:		0.000	CA DS 21 03 10.PDF
							Replaced Form Number:			10.1. 2.1
88	Approved 07/18/2014	Calculation of Premium	IL 00 03	09 08	END	Replaced	Previous Filing Number:		0.000	IL 00 03 09 08.PDF
							Replaced Form Number:	IL 00 03		
89	Approved 07/18/2014	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21	09 08	END	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	IL 00 21 09 08.PDF
		(Broad rollin)					Replaced Form Number:	IL 00 21		
90	Disapproved 07/18/2014	Deductible Liability Coverage	CA 03 01	03 10	END	Replaced	Previous Filing Number:		0.000	
							Replaced Form Number:	CA 03 01		
91	Approved 07/18/2014	Leasing or Rental Concerns - Contingent Coverage	CA 20 09	07 97	END	New		1	0.000	CA 20 09 07 97.PDF

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data		Score	Attachments
92	Approved 07/18/2014	Exclusion of Terrorism Above Minimum Statutory Limits	CA 23 86	01 06	END	New			0.000	CA 23 86 01 06.PDF
93	Approved 07/18/2014	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	CA 23 87	01 06	END	New			0.000	CA 23 87 01 06.PDF
94	Approved 07/18/2014	Drive Other Car Coverage - Broadened Coverage for Named Individuals	CA 99 10	03 10	END	Replaced	Previous Filing Number:	ASPX- 12603011; 318253	0.000	CA 99 10 03 10.PDF
		Named marriagale					Replaced Form Number:	CA 99 10		
95	Approved 07/18/2014	Split Liability Limits for Government Subdivisions - Oklahoma	CA 99 42	07 01	END	New			0.000	CA 99 42 07 01.PDF
96	Approved 07/18/2014	Oklahoma Changes - Concealment, Misrepresentation of Fraud	IL 01 77	10 10	END	New			0.000	IL 01 77 10 10.PDF
97	Disapproved 07/18/2014	Resident Agent Countersignature	IL 09 17	11 85	END	Withdrawn	Previous Filing Number:		0.000	IL 09 17 11 85.PDF
		Endorsement					Replaced Form Number:			
98	Approved 07/18/2014	Common Policy Declarations	A8031D	0313	DEC	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	A8031D0313 - Common Policy Dec.PDF
							Replaced Form Number:	A8031D		500.1 B1
99	Filed Informational 07/18/2014	Commercial Insurance Application	A8038A	1013	ABE	Replaced	Previous Filing Number:	ASPX- 126030111; 318253	0.000	A8038A1013.PD F
	01,10,2011						Replaced Form Number:	ACORD 125		
100	Approved 07/18/2014	Business Auto Section	A8039A	1013	ABE	Replaced	Previous Filing Number:	ASPX- G126030111; 318253	0.000	A8039A1013.PD F
						Replaced Form Number:	ACORD 127			

 SERFF Tracking #:
 ASPX-G129592222
 State Tracking #:
 ASPX-G129592222
 Company Tracking #:
 OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data	Score	Attachments
101	Approved 07/25/2014	Commercial Farm Automobile Policy	A8040P	1112	PCF	New		0.000	A8040P1112 - Policy Jacket.PDF
102	Approved 07/25/2014	Commercial Farm Auto Declarations	A8044D	0714	DEC	New		0.000	A8044D0714 - CFA Declarations Page.PDF
103	Approved 07/18/2014	Fire, Fire and Theft - Fire, Theft and Windstorm - Limited Specified Causes of Loss Coverage	A8163M	0513	DEC	New		0.000	A8163M0513 - Schedule for CA 99 14.PDF
104	Approved 07/18/2014	Schedule of Forms	A8164M	0513	DEC	New		0.000	A8164M0513 - Schedule of Forms.PDF
105	Approved 07/18/2014	Auto Loan/Lease Gap Coverage	A8165M	0613	DEC	New		0.000	A8165M0613 - Schedule for CA 20 71.PDF
106	Approved 07/18/2014	Schedule of Additional Named Insured(s)	A8166M	0613	DEC	New		0.000	A8166M0613 - Add'l Named Insured.PDF
107	Approved 07/18/2014	Schedule of Taxes	A8167M	0613	DEC	New		0.000	A8167M0613 - Schedule of Taxes.PDF
108	Approved 07/18/2014	Schedule of Endorsement	A8168M	0613	DEC	New		0.000	A8168M0613 - Schedule of Endt.PDF
109	Approved 07/18/2014	Vehicle Schedule	A8180M	1013	DEC	New		0.000	A8180M1013.PD F
110	Approved 07/18/2014	Commercial Auto Driver Information Schedule	A8181M	1013	DEC	New		0.000	A8181M1013.PD F
111	Approved 07/25/2014	Named Driver Exclusion	A8784E	0812	END	New		0.000	A8784E0812 - Named Driver Excl.PDF
112	Approved 07/18/2014	Gap Coverage - Rented Automobile	A8787E	0812	END	New		0.000	A8787E0812 - Gap Coverage - Rented Auto.PDF
113	Approved 07/18/2014	Commercial Farm Automobile - Coverage Enhancement Endorsement	A8788E	0314	END	New		0.000	A8788E0314 - Cov Enhancement Endt.PDF

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Туре	Action	Data		Score	Attachments
114	Approved 07/18/2014	Amendatory Endorsement - Other Insurance Provisions	A8822E	1013	END	New			0.000	A8822E1013 - Other Ins Provision.PDF
115	Approved 07/18/2014	Oklahoma Fraud Statement	IL 01 79	10 02	END	New			0.000	IL 01 79 10 02.PDF
116	Withdrawn 07/18/2014	Automobile Certificate of Insurance	ACORD 23	05 07	END	Withdrawn	Previous Filing Number:		0.000	ACORD 23.PDF
							Replaced Form Number:			
117	Disapproved 07/18/2014	Oklahoma Auto ID Card	ACORD 50 Ok	10 08	END	Withdrawn	Previous Filing Number:		0.000	ACORD 50 OK.PDF
							Replaced Form Number:			
118	Withdrawn 07/18/2014	Oklahoma Auto Supplement	ACORD 61 OK	03 94	END	Withdrawn	Previous Filing Number:		0.000	ACORD 61 OK.PDF
							Replaced Form Number:			
119	Withdrawn 07/18/2014	Oklahoma Commercial Auto	ACORD 137 OK	11 01	END	Withdrawn	Previous Filing Number:		0.000	ACORD 137 OK.PDF
							Replaced Form Number:			
120	Filed Informational 07/31/2014	Driver Self-Appraisal Form	CA 74 03	11 04	END	New			0.000	CA74031104.PD F
121	Filed Informational 07/31/2014	Commercial Farm Auto Lay-Up	CA 75 02	11 04	END	New			0.000	CA75021104.PD F
122	Filed Informational 07/25/2014	Oklahoma Notice - Cancellation/Nonrenewal	E(GU) 408e	11 02	CNR	Withdrawn	Previous Filing Number:	ASPX- 126030111; 318253	0.000	E(GU)408e.PDF
	0.7.207.20.1						Replaced Form Number:			
123	Approved 07/18/2014	Deductible Liability Coverage	CA 03 01	03 10	END	New			0.000	CA 03 01 03 10.PDF
124	Approved C	ed Oklahoma Uninsured CA	CA 21 18	10 13	END	Replaced	Previous Filing Number:	ASPX- 126030111;318 253	0.000	CA 21 18 10 13.PDF
							Replaced Form Number:	CA 21 18		

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type		Action Specific Data	Readability Score	Attachments
125	Approved 07/25/2014		ACORD 50 OK	0809	END	New			ACORD 50 OK 08 09.PDF

## Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	ОТН	Other

 SERFF Tracking #:
 ASPX-G129592222
 State Tracking #:
 ASPX-G129592222
 Company Tracking #:
 OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

# **Supporting Document Schedules**

Bypassed - Item:	Third Party Authorization
Bypass Reason:	NA .
Attachment(s):	
Item Status:	No Action Taken
Status Date:	07/18/2014
Satisfied - Item:	Checklist
Comments:	Reviewed
Attachment(s):	
Item Status:	No Action Taken
Status Date:	07/18/2014
Bypassed - Item:	Rule 365:15-1-3(b)(9)(F)
Bypass Reason:	NA NA
Attachment(s):	
Item Status:	No Action Taken
Status Date:	07/18/2014
Satisfied - Item:	A8784E Side by Side
Comments:	
Attachment(s):	CA 80 02 08 05 to A8784E 08 12 side-by-side.PDF
Item Status:	No Action Taken
Status Date:	07/18/2014
Satisfied - Item:	A8031D Side by Side
Comments:	
Attachment(s):	A8031D 06 07 to 03 13 side-by-side.PDF
Item Status:	No Action Taken
Status Date:	07/18/2014
Satisfied - Item:	A8040P Side by Side
Comments:	
Attachment(s):	CA71 01 11 04 to A8040P 11 12 side-by-side.PDF
Item Status:	No Action Taken

SERFF Tracking #: ASPX-G129592222 State Tracking #: ASPX-G129592222 Company Tracking #: OK07174AR00016 Oklahoma Filing Company: American Reliable Insurance Company State: TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations SCO - Commercial Farm Auto Product Name: Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016 **Status Date:** 07/18/2014 Bypassed - Item: Rule 365:15-1-3(b)(9)(G) **Bypass Reason:** NA Attachment(s): **Item Status:** No Action Taken **Status Date:** 07/18/2014 Satisfied - Item: Rule 365:15-1-3(b)(9)(D) Comments: Attachment(s): ARIC - OK CFA\_Forms Explanatory Memorandum.PDF Item Status: No Action Taken **Status Date:** 07/18/2014 Bypassed - Item: Rule 365:15-1-3(b)(9)(E) **Bypass Reason:** NA Attachment(s): **Item Status:** No Action Taken **Status Date:** 07/18/2014 OK - Owners Security Verification Form Satisfied - Item: Comments:

OK - Owners Security Verification Form.PDF

No Action Taken

07/18/2014

Attachment(s):

Item Status:

**Status Date:** 

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Project Name/Number: SCO - Commercial Farm Auto/OK07174AR00016

## **Superseded Schedule Items**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

	Schedule Item			Replacement	
Creation Date	Status	Schedule	Schedule Item Name	Creation Date	Attached Document(s)
07/21/2014	Disapproved 07/31/2014	Form	Commercial Farm Auto Lay-Up	07/25/2014	CA75021104.PDF (Superceded)
07/21/2014	Disapproved 07/31/2014	Form	Driver Self-Appraisal Form	07/25/2014	CA74031104.PDF (Superceded)
07/09/2014	Disapproved 07/25/2014	Form	Oklahoma Owners Security Verification Form	07/21/2014	ACORD 50 OK 08 09.PDF (Superceded)
07/02/2014	Disapproved 07/25/2014	Form	Commercial Farm Auto Declarations	07/24/2014	A8044D0714 - CFA Declarations Page.PDF (Superceded)
07/02/2014	Disapproved 07/18/2014	Form	Oklahoma Fraud Statement	07/08/2014	IL N 084 09 03.PDF (Superceded)
06/16/2014	Disapproved 07/31/2014	Form	Driver Self-Appraisal Form	07/21/2014	
06/16/2014	Disapproved 07/31/2014	Form	Commercial Farm Auto Lay-Up	07/21/2014	
06/16/2014	Disapproved 07/25/2014	Form	Oklahoma Notice - Cancellation/Nonrenewa	107/21/2014	
06/16/2014	Disapproved 07/18/2014	Form	Automobile Certificate of Insurance	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Oklahoma Auto ID Card	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Oklahoma Auto Supplement	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Oklahoma Commercial Auto	07/02/2014	
06/16/2014	No Action Taken 07/18/2014	Supporting Document	Rule 365:15-1-3(b)(9)(D)	07/08/2014	ARIC - OK CFA_Forms Explanatory Memorandum.PDF (Superceded)
06/16/2014	Disapproved 07/25/2014	Form	Commercial Farm Automobile Policy	07/24/2014	A8040P1112 - Policy Jacket.PDF (Superceded)
06/16/2014	Disapproved 07/25/2014	Form	Named Driver Exclusion	07/24/2014	A8784E0812 - Named Driver Excl.PDF (Superceded)
06/16/2014	Disapproved 07/18/2014	Form	Fire, Fire and Theft and Limited Specified Causes of Loss Coverage	07/02/2014	

 SERFF Tracking #:
 ASPX-G129592222
 State Tracking #:
 ASPX-G129592222
 Company Tracking #:
 OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

Creation Date	Schedule Item Status	Schedule		Replacement Creation Date	Attached Document(s)
			Schedule Item Name		
06/16/2014	Disapproved 07/18/2014	Form	Garage Locations and Operations Medical Payments Coverage	07/02/2014	·
06/16/2014	Disapproved 07/18/2014	Form	Locations and Operations Not Covered	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Personal Injury Liability Coverage - Garages	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Owners of Garage Premises	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Damage to Rented Premises Liability Coverage - Garages	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Named Driver Collision Coverage	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Broadened Coverage - Garages	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Garage Coverage Forms - Other Than Covered Autos Exposure - Total Pollution Exclusion	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Exclusion - Year 2000 Computer-Related and Other Electronic Problems	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Exclusion - Year 2000 Computer-Related and Other Electronic Problems - Products/Work You Performed	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Year 2000 Limited Coverage Options - Computer - Relaetd and Other Electronic Problems	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Exclusion - Year 2000 Computer-Related and Other Electronic Problems - With Exception for Bodily Injury on Your Premises	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Year 2000 Computer - Related and Other Electronic Problems - Exclusion of Specified Coverages for Designated Locations, Products, Services or Work yor Performed	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Garage Coverage Form - Other than Covered Autos - Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and Hostile Fire Exception	07/02/2014	

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
06/16/2014	Disapproved 07/18/2014	Form	Limited Fungi or Bacteria Coverage for Garage Operations - Other Than Covered Autos	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Silica or Silica-Related Dust Exclusion for Other Than Covered Autos Exposure - Garage Coverage Form	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form)	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Single Interest Deductibles	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Fiduciary Liability of Banks	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Governmental Bodies Amendatory Endorsement	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Hired Autos Specified as Covered Autos You Own	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Individual Named Insured - Dealers Only	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Rental Reimbursement Coverage	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Stated Amount Insurance	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Tapes, Records and Discs Coverage	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Social Services Agencies - Volunteers as Insureds	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Garagekeepers Coverage	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Split Liability Limits - Garages	07/02/2014	

 SERFF Tracking #:
 ASPX-G129592222
 State Tracking #:
 ASPX-G129592222
 Company Tracking #:
 OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

Creation Date	Schedule Item Status	Schedule		Replacement Creation Date	Attached Document(s)
			Schedule Item Name		
06/16/2014	Disapproved 07/18/2014	Form	Employee as Lessor	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Pollution Liability - Broadened Coverege for Covered Autos - Garage Coverage Form	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Garagekeepers Coverage-Customers' Sound-Receiving Equipment	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Audio, Visual and Data Electronic Equipment Coverage Added Limits	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Loss Payable Clause - Audio, Visual and Data Electronic Equipment Coverage Added Limits	07/02/2014 I	
06/16/2014	Disapproved 07/18/2014	Form	Optional Limits - Loss of Use Expenses	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Garage Declarations	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Business Auto Physical Damage Declarations	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Motor Carrier Declarations	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Calculation of Premium	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Leasing or Rental Concerns - Contingent Coverage	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Exclusion of Terrorism Above Minimum Statutory Limits	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Drive Other Car Coverage - Broadened Coverage for Named Individuals	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Split Liability Limits for Government Subdivisions - Oklahoma	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Oklahoma Changes - Concealment, Misrepresentation of Fraud	07/02/2014	

SERFF Tracking #: ASPX-G129592222 State Tracking #: ASPX-G129592222 Company Tracking #: OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

	Schedule Item			Replacement	
<b>Creation Date</b>	Status	Schedule	Schedule Item Name	Creation Date	Attached Document(s)
06/16/2014	Disapproved 07/18/2014	Form	Resident Agent Countersignature Endorsement	07/02/2014	
06/16/2014	Approved 07/18/2014	Form	Common Policy Declarations	07/02/2014	A8031D0313 - CFA_Common Policy Dec.PDF (Superceded)
06/16/2014	Disapproved 07/18/2014	Form	Commercial Farm Auto Declarations	07/02/2014	A8044D0214 - Declarations Page.PDF (Superceded)
06/16/2014	Disapproved 07/18/2014	Form	Oklahoma Fraud Statement	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Garage Coverage Form	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Business Auto Physical Damage Coverage Form	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Motor Carrier Coverage Form	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Reinstatement of Insurance	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Suspension of Insurance	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	100 Dollar Deductible for Completed Operations Does Not Apply	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	California - Individual Named Insured	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Exclusion of Federal Employees Using Autos in Government Business	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Golf Carts and Low-Speed Vehicles	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Audio, Visual and Data Electronic Equipment Coverage - Fire, Police and Emergency Vehicles	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Drive-Away Contractors	07/02/2014	
06/16/2014	Disapproved 07/18/2014	Form	Driving Schools - Non-Owned Autos	07/02/2014	

 SERFF Tracking #:
 ASPX-G129592222
 State Tracking #:
 ASPX-G129592222
 Company Tracking #:
 OK07174AR00016

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TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

Product Name: SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

	Schedule Item			Replacement		
Creation Date	Status	Schedule	Schedule Item Name	Creation Date	Attached Document(s)	
06/16/2014	Disapproved 07/18/2014	Form	Emergency Services -Volunteer Firefighers and Workers' Injuries Limited Exclusion	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Leasing or Rental Concerns - Conversion, Embezzlemtn or Secretion Coverage	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Leasing or Rental Concerns - Exclusion of Certain Leased Autos	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Leasing or Rental Concerns - Rent-It- There/Leave-It-Here Autos	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Leasing or Rental Concerns - Schedule of Limits for Owned Autos	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Leasing or Rental Concerns - Second Level Coverage	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Professional Services Not Covered	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Repossessed Autos	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Snowmobiles	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Registration Plates Not Issued for a Specified Auto	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Emergency Services - Volunteer Firefighters and Workers' Injuries Excluded	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Autos Leased, Hired, Rented or Borrowed with Drivers - Physical Damage Coverage	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Additional Insured - Lessor of Leased Equipment	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Additional Insured - Garages - Grantor of Franchise	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Coverage for Certain Operations in Connection with Railroads	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Physical Damage Coverage - Autos Held for Sale by Non-Dealers	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Explosives	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Rolling Stores	07/02/2014		

 SERFF Tracking #:
 ASPX-G129592222
 State Tracking #:
 ASPX-G129592222
 Company Tracking #:
 OK07174AR00016

State: Oklahoma Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0000 Commercial Auto Combinations

**Product Name:** SCO - Commercial Farm Auto

**Project Name/Number:** SCO - Commercial Farm Auto/OK07174AR00016

	Schedule Item			Replacement		
Creation Date	Status	Schedule	Schedule Item Name	<b>Creation Date</b>	Attached Document(s)	
06/16/2014	Disapproved 07/18/2014	Form	Wrong Delivery of Liquid Products	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Truckers - Excess Coverage for the Named Insured and Named Lessors for Leased Autos	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Truckers - Insurance for Non-Trucking Use	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Truckers - Named Lessee as Insured	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Trailer Interchange Fire and Fire and Theft Coverages	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Truckers - Uniform Intermodal Interchange Endorsement Form UIIE-1	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Truckers Endorsement	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Amphibious Vehicles	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Trailer Interchange Coverage	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Transportation of Seasonal or Migrant Agricultural Workers	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Public Transportation Autos	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Broad Form Products Coverage	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Dealers Drive-Away Collision Coverage	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	False Pretense Coverage	07/02/2014		
06/16/2014	Disapproved 07/18/2014	Form	Business Auto Coverage Form	07/02/2014		

# AMERICAN RELIABLE INSURANCE COMPANY

222 South 15<sup>Th</sup> Street, Omaha NE 68102 (A Stock Insurance Company) COMMON POLICY DECLARATIONS

Agency Number:	Producer Number:	Agency Na	me / Address:
	_		
Direct Bill	<ul><li>☐ Agency Bill</li><li>☐ Installment Plan (Agency Bill)</li></ul>		
POLICY PERIOD:	From To At 12:01 A.M. Standard Time at your mailing a	Term: ddress shown below.	
Account Number:			
Named Insured:			
Mailing Address:	eet Number City	State	Zip Code
BUSINESS DESCRIPTION	<u> </u>		
PROVIDE THE INSURANCE	CE AS STATED IN THIS POLICY.		ve agree with you to
THIS PREMIUM MAY BE SUI	BJECT TO ADJUSTMENT.		PREMIUM
Agricultural Capital Assets	Program	\$	PREIVIIOIVI
Commercial Farm Automol	ile		
Commercial General Liabil	Direct Bill		
Farm Inland Marine		\$	
Farm Liability		\$	
Farm Property	Installment Plan (Agency Bill)		
Farm Umbrella Liability		\$	
		\$	
_		\$	
Audit Period: Annual unles	s otherwise stated:		
		TOTAL \$	
Forms and Endorsement	S:		
Countersigned:	By		
J	Date	Authorized Representative	

# AMERICAN RELIABLE INSURANCE COMPANY

222 South 15<sup>Th</sup> Street, Omaha NE 68102 (A Stock Insurance Company) COMMON POLICY DECLARATIONS

Agency Number:	Producer Number:	Agency Na	me / Address:
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Mailing Address:	eet Number City	State	Zip Code
BUSINESS DESCRIPTION	<u> </u>		
PROVIDE THE INSURANCE	CE AS STATED IN THIS POLICY.		ve agree with you to
THIS PREMIUM MAY BE SUI	BJECT TO ADJUSTMENT.		PREMIUM
Agricultural Capital Assets	Program	\$	PREIVIIOIVI
Commercial Farm Automol	ile		
Commercial General Liabil	Direct Bill		
Farm Inland Marine		\$	
Farm Liability		\$	
Farm Property	Installment Plan (Agency Bill)		
Farm Umbrella Liability		\$	
		\$	
_		\$	
Audit Period: Annual unles	s otherwise stated:		
		TOTAL \$	
Forms and Endorsement	S:		
Countersigned:	By		
J	Date	Authorized Representative	

#### COMMERCIAL INSURANCE APPLICATION DATE (MM/DD/YYYY) APPLICANT INFORMATION SECTION NAIC CODE CARRIER **AGENCY** COMPANY POLICY OR PROGRAM NAME PROGRAM CODE POLICY NUMBER CONTACT NAME: UNDERWRITER UNDERWRITER OFFICE PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL QUOTE ISSUE POLICY RENEW STATUS OF BOUND (Give Date and/or Attach Copy): TRANSACTION DATE CHANGE AM CODE: SUBCODE: CANCEL ΡМ AGENCY CUSTOMER ID: SECTIONS ATTACHED INDICATE SECTIONS ATTACHED **PREMIUM PREMIUM PREMIUM** ACCOUNTS RECEIVABLE / VALUABLE PAPERS TRANSPORTATION / MOTOR TRUCK CARGO ELECTRONIC DATA PROC \$ \$ **BOILER & MACHINERY** \$ **EQUIPMENT FLOATER** TRUCKERS / MOTOR CARRIER **BUSINESS AUTO** \$ GARAGE AND DEALERS \$ UMBRELLA \$ **BUSINESS OWNERS** \$ GLASS AND SIGN \$ YACHT \$ \$ INSTALLATION / BUILDERS RISK COMMERCIAL GENERAL LIABILITY \$ \$ CRIME / MISCELLANEOUS CRIME \$ OPEN CARGO \$ \$ DEALERS \$ PROPERTY \$ \$ **ATTACHMENTS** ADDITIONAL INTEREST PREMIUM PAYMENT SUPPLEMENT ADDITIONAL PREMISES PROFESSIONAL LIABILITY SUPPLEMENT APARTMENT BUILDING SUPPLEMENT RESTAURANT / TAVERN SUPPLEMENT CONDO ASSN BYLAWS (for D&O Coverage only) STATEMENT / SCHEDULE OF VALUES CONTRACTORS SUPPLEMENT STATE SUPPLEMENT (If applicable) COVERAGES SCHEDULE VACANT BUILDING SUPPLEMENT DRIVER INFORMATION SCHEDULE VEHICLE SCHEDULE INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT LOSS SUMMARY **POLICY INFORMATION** MINIMUM PROPOSED EFF DATE | PROPOSED EXP DATE **BILLING PLAN** PAYMENT PLAN METHOD OF PAYMENT **AUDIT** DEPOSIT POLICY PREMIUM PREMIUM \$ DIRECT AGENCY APPLICANT INFORMATION NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) FEIN OR SOC SEC # GL CODE SIC NAICS **BUSINESS PHONE #:** WEBSITE ADDRESS CORPORATION JOINT VENTURE NOT FOR PROFIT ORG SUBCHAPTER "S" CORPORATION NO. OF MEMBERS INDIVIDUAL LLC PARTNERSHIP TRUST NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) SIC NAICS FEIN OR SOC SEC # GL CODE **BUSINESS PHONE #:** WEBSITE ADDRESS CORPORATION JOINT VENTURE NOT FOR PROFIT ORG SUBCHAPTER "S" CORPORATION LLC NO. OF MEMBERS PARTNERSHIP TRUST INDIVIDUAL AND MANAGERS NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) GL CODE SIC NAICS FEIN OR SOC SEC # **BUSINESS PHONE #:** WEBSITE ADDRESS CORPORATION JOINT VENTURE NOT FOR PROFIT ORG SUBCHAPTER "S" CORPORATION LLC NO. OF MEMBERS AND MANAGERS: INDIVIDUAL PARTNERSHIP TRUST

## **CONTACT INFORMATION**

# AGENCY CUSTOMER ID:

CONTAC	T TYPE:						CONT	ACT TYPE:			
CONTAC	,	SEC	ONDARY					ACT NAME:		SECONDARY	
PRIMARY PHONE #	HOME BUS CE	PHO	ONDARY H	OME BUS	S _	CELL	PRIMA PHON	E# H	OME BUS CELL	SECONDARY H	OME BUS CELL
PRIMAR	/ E-MAIL ADDRESS:						PRIMA	RY E-MAIL AD	DRESS:		
	ARY E-MAIL ADDRESS:						SECO	NDARY E-MAIL	ADDRESS:		
LOC#	STREET				CIT	Y LIMITS	INTE	REST	# FULL TIME EMPL	ANNUAL REVENUES:	\$
						INSIDE		OWNER		OCCUPIED AREA:	SQ FT
BLD#	CITY:		STATE:			OUTSIDE		TENANT	# PART TIME EMPL	OPEN TO PUBLIC ARE	A: SQ FT
	COUNTY:		ZIP:							TOTAL BUILDING ARE	A: SQ FT
DESCRIF	PTION OF OPERATIONS:				·					ANY AREA LEASED TO	OTHERS? Y / N
LOC#	STREET				CIT	Y LIMITS	INTE	REST	# FULL TIME EMPL	ANNUAL REVENUES:	\$
						INSIDE		OWNER		OCCUPIED AREA:	SQ FT
BLD#	CITY:		STATE:			OUTSIDE		TENANT	# PART TIME EMPL	OPEN TO PUBLIC ARE	A: SQ FT
	COUNTY:		ZIP:							TOTAL BUILDING ARE	A: SQ FT
DESCRIP	PTION OF OPERATIONS:									ANY AREA LEASED TO	OTHERS? Y / N
LOC#	STREET				CIT	Y LIMITS	INTE	REST	# FULL TIME EMPL	ANNUAL REVENUES:	\$
						INSIDE		OWNER		OCCUPIED AREA:	SQ FT
BLD#	CITY:		STATE:			OUTSIDE		TENANT	# PART TIME EMPL	OPEN TO PUBLIC ARE	A: SQ FT
	COUNTY:		ZIP:							TOTAL BUILDING ARE	A: SQ FT
DESCRIP	PTION OF OPERATIONS:						-			ANY AREA LEASED TO	OTHERS? Y / N
LOC#	STREET				CIT	Y LIMITS	INTE	REST	# FULL TIME EMPL	ANNUAL REVENUES:	\$
						INSIDE		OWNER		OCCUPIED AREA:	SQ FT
BLD#	CITY:		STATE:			OUTSIDE		TENANT	# PART TIME EMPL	OPEN TO PUBLIC ARE	A: SQ FT
	COUNTY:		ZIP:			-				TOTAL BUILDING ARE	A: SQ FT
DESCRIP	PTION OF OPERATIONS:		l .		L	l	L			ANY AREA LEASED TO	OTHERS? Y / N
	RE OF BUSINESS										
CON	ARTMENTS CONTRACTION OF PRIMARY OPERATIONS		MANUFACT OFFICE	URING		RESTAURAI	NT	SERVICE			ATE BUSINESS TARTED (MM/DD/YYYY)
				INSTALL	.ATIO	N, SERVICI	E OR R	EPAIR WORK	OFF PREMISI	ES INSTALLATION, SER	VICE OR REPAIR WORK
RETAIL S	STORES OR SERVICE OPERATION	S % OF TOT	AL SALES:				%				%
	TION OF OPERATIONS OF OTHER			cenarios		ovide or	nly th	e necessai	ry data)		
INTERES			ADDRESS RAN			NCE:	1	TIFICATE	POLICY SEND BIL	I INTERECT	IN ITEM NUMBER
ADI	DITIONAL LOSS DAVEE	MANIE AND	APPINESS KAI	<u></u>	- VIDE	.140L.	CER	III IOAIE	I OLIGI SEND BIL	LOCATION:	BUILDING:
BRE	EACH OF MORTGAGES									VEHICLE:	BOAT:
	OWNER OWNER									AIRPORT:	AIRCRAFT:
EMF	PLOYEE PEGISTRANT									ITEM	ITEM:
LEA	SEBACK TRUSTEE									CLASS: ITEM DESCRIPTION	11 - 1111
ow	NER TROSTEE	DECEDENCE	E / I OAN #-			INT	EDECT	END DATE:		II LINI DESCRIPTION	
	-	REFERENCE						END DATE:		FAV (A/O N )	
		LIEN AMOUI	N f:					/C, No, Ext):		FAX (A/C, No):	
REASON	FOR INTEREST:					E-N	IAIL A	DDRESS:			

GENER	A I I I	NEOD	MATIO	NI .
GENERA	41 II	NHUR	MAIIO	N

EXPLA	IN ALL "YES" RI	ESPONSES								Y/N
1a. IS	S THE APPLICA	ANT A SUBSIDIA	RY OF ANOTHER ENTIT	ΓY ?						
	PARENT COMPA	NY NAME				RELATIONSHIP I	DESCRIPTION		% OWNED	
1h F			NY SUBSIDIARIES?							
	SUBSIDIARY CO	-	INT SUBSIDIARIES!			RELATIONSHIP I	DESCRIPTION		% OWNED	
2 19	C A EODMAL O	AEETV DDOODA	AM IN OPERATION?							
2. 1	SAFETY MA		MONTHLY MEET	INGS						
-	SAFETY PO		OSHA							
3 A			LES, EXPLOSIVES, CHE	MICALS?						
0. 7	IN EXTOGOR		LEO, EM EOOIVEO, ONE	WIIO/ NEO :						
4. A	NY OTHER IN	SURANCE WITH	H THIS COMPANY? (Lis	st policy numbers)						
Г	LINE OF BUSINE		POLICY NUMBER		LINE OF BUSINES		POLICY NUMBER			
-	LINE OF BUSINESS FOLICT NUMBER				LINE OF BOSINES		POLICT NOMBER			
-										
5. A	NY POLICY O	R COVERAGE DI	ECLINED, CANCELLED	OR NON-RENEWED DU	JRING THE PRIOR	THREE (3) YEARS	FOR ANY PREMIS	SES OR		
C	PERATIONS?	`	icants - Do not answer t	•						
	NON-PAYM	ENT AC	GENT NO LONGER REPRES	ENTS CARRIER						
	NON-RENE		NDERWRITING	CONDITION CORRECTED	···············					
6. A	NY PAST LOS	SES OR CLAIMS	RELATING TO SEXUAL	. ABUSE OR MOLESTA	TION ALLEGATION	NS, DISCRIMINATI	ON OR NEGLIGEN	T HIRING?		
			S (TEN IN RI), HAS ANY					CRIME OF FI	RAUD,	
			IER ARSON-RELATED C vered by any applicant for					niedemeaner r	nunishahla	
		up to one year o		property insurance. Ta	ilule to disclose the	existence of all als	on conviction is a m	iisaemeanor p	Julisliable	
	-									
8. A	NY UNCORRE	CTED FIRE AND	O/OR SAFETY CODE VIC	I ATIONS?						
	OCCURRENCE							R	ESOLUTION	
	DATE	EXPLANATION				RESOLUTION			DATE	
9. H	IAS APPLICAN	T HAD A FOREC	CLOSURE, REPOSSESSI	ON, BANKRUPTCY OR	FILED FOR BANK	RUPTCY DURING	THE LAST FIVE (5)	) YEARS?		
(	OCCURRENCE	EVEL ANIATION				DECOLUTION		R	ESOLUTION	
-	DATE	EXPLANATION				RESOLUTION			DATE	
-										
_		T HAD A JUDGE	MENT OR LIEN DURING	THE LAST FIVE (5) YE	ARS?					
(	DCCURRENCE DATE	EXPLANATION				RESOLUTION		R	ESOLUTION DATE	
H	DAIL								DAIL	
-										
11 1	IAS BLISINESS	BEEN PLACED	ΙΝΙ Δ ΤΡΙΙΟΤ?							
			IIVA IRUOI!							
	NAME OF TRUS	1								
10. 1	NV FORFION	ODEDATIONS F	ODEION DRODUOTO DI	OTDIDUTED IN LIGA O	D LIE DDODUOTO	COLD/DICTOIDLIT	D IN FOREIGN CO	NINTDIE CO		
12. A	INT FUKEIGN	OPERATIONS, F	OREIGN PRODUCTS DI	OTRIBUTED IN USA, O	K US PRODUCTS	OOLU/DIO I KIBU I	IN FUREIGN CC	JUNIKIES?		
13. E	OES APPLICA	NT HAVE OTHE	R BUSINESS VENTURES	S FOR WHICH COVER	AGE IS NOT REQU	ESTED?				
DEM	ADVC / DDC	CECCINO INC	TRUCTIONS							
KEM	AKKS/PKO	CESSING INST	IKUCHUNS							
PRIC	R CARRIER	INFORMATIO	ON			,				
YEAR	CATEGORY		GENERAL LIABILITY	AUTO	MOBILE	PROP	ERTY	OTHER:		
	CARRIER									
	POLICY NUME	BER								
	PREMIUM	\$		\$		\$		\$		
	EFFECTIVE D	ATE								

A8038A1013 Page 3 of 4

EXPIRATION DATE

#### PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS FOR THE LAST	OR LOSSES (RE YEARS	TOTAL LOSSES: \$					
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO- GATION Y/N	CLAIM OPEN Y/N

#### **SIGNATURE**

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV.)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties). (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation). (Not applicable in AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, PR, RI, TN, VA, VT, WA and WV).

Applicable in AL, AR, AZ, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

**Applicable in Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company, Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

Applicable in Florida and Oklahoma: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (In FL, a person is guilty of a felony of the third degree).

**Applicable in Kansas:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in Maine, Tennessee, Virginia and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Applicable in Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)		(Required in Florida)
APPLICANT'S SIGNATURE		DATE	NATIONAL PRODUCER NUMBER

BUSINESS						<b>AUTO SECTION</b>					DATE (MM/DD/YYYY)		
AGEN	CY					CA	ARRIE	R				NAIC	CODE
POLIC	Y NU	MBER	***************************************		EFFECTIVE DAT	E NA	MED INS	SURED(S)					
COV	ER/	AGES / LIMITS											
		USE A8040A1013	FOR '	YOUI	R STATE TO P	ROV	IDE C	OVERAGES / LIMITS	INFOR	MATION			
DRI	/ER	INFORMATION A8181M	1013 a	ttach	ed for addition	al dri	vers						
LIST A		RIVERS, INCLUDING FAMILY MEMBERS THAT DR NAME			VEHICLES, AND EMPL	LOYEES YRS					BOADEN	IISE	0/_
#		CITY, STATE AND ZIP CODE	SEX	* MAR STAT	DATE OF BIRTH	EXP	LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	LIC	HIRE	BROADEN NO-FAULT <b>D</b> (	OC VEH#	USE
				* MAR	ITAL STATUS / CIVIL	UNION	(if appli	cable)					
GEN	ER/	AL INFORMATION											
1. V	VITH	LL "YES" RESPONSES THE EXCEPTION OF ANY ENCUMBRANC STERED TO THE APPLICANT?	ES, ARE	ANY	VEHICLES FOR W	HICH I	NSURA	ANCE IS REQUESTED NOT S	SOLELY	OWNED BY A	AND		Y/N
,	VEH #	* NAME OF OTHER OWNER				VEH#	NAME	OF OTHER OWNER					
2. [	00 0'	UVER 50% OF THE EMPLOYEES USE THEIF	R AUTO	S IN TI	HE BUSINESS?				***************************************				
3. I	S TH	ERE A VEHICLE MAINTENANCE PROGRAI	M IN OP	ERAT	ON?								
4. <i>A</i>	RE A	ANY VEHICLES LEASED TO OTHERS?				***************************************							
		CAR MODIFIED / SPECIAL EQUIPMENT? (I	nclude c	ustomi			T						
	VEH #	# DESCRIPTION			COST \$	VEH#	DESC	RIPTION			cost	-	
6. <i>A</i>	RE I	CC (Interstate Commerce Commission), PUC	(Public	Utility	Commission) OR C	THER	FILING	SS REQUIRED?					

<b>GENERAL INFORMATION</b>	(continued	)	

EXPLAIN ALL "YES" RESPONSES					Y/N
7. DO OPERATIONS INVOLVE TR	ANSPORTING HAZARDOUS MATERIA	AL?			
8. ANY HOLD HARMLESS AGREE	MENTS?				
9. ANY VEHICLES USED BY FAMI	LY MEMBERS? IF SO. IDENTIFY.				
10 DOES THE APPLICANT OBTAIN	NMVR (Motor Vehicle Record) VERIFIC	CATIONS?			
11 DOES THE APPLICANT HAVE A	A SPECIFIC DRIVER RECRUITING ME	THOD?			
The Bozo meru relocation were	to con to briver reordinito me				
12 ARE ANY DRIVERS NOT COVE	RED BY WORKERS COMPENSATION	J?			
12: 7442 7441 Braverto Not 3042	NED BY WORKERS COME ENGRAPER	••			
13 ANY VEHICLES OWNED BUT N	OT SCHEDULED ON THIS APPLICAT	ION?			
	0.00				
14. ANY DRIVERS WITH CONVICTI	ONS FOR MOVING TRAFFIC VIOLATI	IONS?			
1	NDER KANSAS LAW, THE FOLLOWING TR		NOT REQUIRED TO BE REPORTED	TO INSURERS:	
	(6) miles per hour (mph) that occurs in an				
2. A speeding violation of up to te	n (10) miles per hour (mph) that occurs in a	an area with a maximum	posted speed limit from 55 mph throu	gh 75 mph.	
DRV # DATE (MM/DD/YYYY) TYP	E		PLACE (CITY, STATE)		# YRS REV
15. HAS AGENT INSPECTED VEHIC	CLES?				
16. ARE ALL VEHICLES TO BE INC	LUDED IN THIS POLICY PART OF A F	FLEET?			
DESCRIPTION OF GARAGE / STORAGE L	OCATIONS				
I .				MAXIMUM DOLLAR VA	ALUE SUBJECT TO LOSS
				MAXIMUM DOLLAR VA	ALUE SUBJECT TO LOSS
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INTEREST  ADDITIONAL INSURED LOSS PAYEE EMPLOYEE AS LESSOR  OWNER	· · · · · · · · · · · · · · · · · · ·	EVIDENCE: 0	ERTIFICATE	\$ INTEREST IN	N ITEM NUMBER
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A8039A1013 Page 2 of 3

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GARAGIN ADDRESS	G	REET	Γ (Required	d in KY)		CITY				COUNT	Y							STATE	ZIP	
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USE			COMM'I	FOR HIRE	CHECK COVERAGE	S F	ADD'L NO- AULT	UNDRINS MOTOR TOWING	F	LSP		REN1 REIM		DED	UCTIE	BLES		ACV	COMP/ OTC	SPE( C OF
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DRIVE TO WORK / S VEH # GARAGIN ADDRESS LIC STATE	CHOOL YEAF	REET	< 15 M MAKE: MODEL: (Required COMM'L	d in KY)  GVW/GCW  FOR HIRE	FAULT VES + NET V DR/CF	CITY SS F	BODY TYPE: V.I.N.:	FACTOR  UNDRINS MOTOR TOWING		COUNT	Y	PP F	VEHICL SF ARTHE	TOT E TY PEC	AL PR PE ERMIN	COMI	S	STATE \$ ACV	ZIP COST NEW	COLL SYM
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# American Reliable Insurance Company

A Stock Insurance Company

8655 E Via De Ventura Scottsdale, AZ 85258-3321

Servicing Office: 222 South 15th Street Omaha, NE 68102-1628 1-800-365-0398

# COMMERCIAL FARM AUTOMOBILE POLICY

We welcome you as a policyholder to American Reliable Insurance Company

In Witness Whereof we have	e caused this policy to be exec	cuted and attested and	if required by state law	this policy shall
not be valid unless countersig	gned by our authorized represe	entative.		tins policy shall
Christe	secretary	Rolpe	r //Lill PESIDENT	

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Christe	secretary	Rolpe	r //Lill PESIDENT	

# COMMERCIAL FARM AUTO DECLARATIONS

# ITEM ONE Company Name: **Producer Name:** Named Insured: Mailing Address: **Policy Period** From: To: At 12:01 AM Standard Time at your mailing address shown above Previous Policy Number: Form Of Business: Corporation Limited Liability Company Individual □ Partnership Other: In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. Premium shown \$ \_ is payable by: Direct Bill ☐Agency Bill Quarterly Audit Period (If Applicable): Annually Semi-Annually **Monthly Endorsements Attached To This Policy** IL 00 17 - Common Policy Conditions (IL 01 46 in Washington) IL 00 21 – Broad Form Nuclear Exclusion (Not applicable in New York) See Schedule of Forms Countersignature Of Authorized Representative Name: Title: Signature: Date:

#### **ITEM TWO**

# **Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
Liability		\$	\$
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus	\$
		\$ Deductible	
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus  \$ Deductible For Each Accident	\$
Auto Medical Payments		\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible  For Each Covered Auto, But No Deductible Applies To Loss  Caused By Fire Or Lightning  See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered Auto See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto	\$
			\$
		Premium For Endorsements	\$
		Estimated Total Premium*	\$

<sup>\*</sup>This policy may be subject to final audit.

\*\* See Separate Schedule

\*\*\* See Attached Endorsements

# ITEM THREE

# Schedule Of Covered Autos You Own

			DESCRIPTION					PURCH	IASE	D	TERRITORY
Covered Auto Number		Year, Model, Trade Vehicle	Name, Body Type, S Identification Numbe	erial Number (VIN)	er (S),		Original Cost New		Actual Cost & NEW (N) USED (U)		Town & State Where the Covered Auto Will Be Principally Garaged
							\$ \$		\$		
					\$		\$				
									\$		
							\$		\$		
							\$		\$		
		T	CL	ASSIFICA	TION			ı			
Covered Auto Number	Radius of Operation	Business Use s=service	Size GVW, GCW Or Vehicle	Age Group	Primary Ra	ating Fa	actor	Secondar Rating Fac			Auto Lay-up
Number		r=retail c=commercial	Seating Capacity		Liability		sical nage				
Course											
Covered Auto Number	EXCEPT F	or Towing, All Pl The Time Of The I	hysical Damage Lo Loss.	oss Is Pay	yable To Yo	u And	d The	Loss Paye	ee Na	amed Belo	w As Interests May

ITEM THREE

# Schedule Of Covered Autos You Own (Cont'd)

		COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)									
Covered		BILITY	PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTON (Michigan only)					
Auto Number	Limit	Premium	Limit Stated In Each P.I.P. End. Minus Deductible Shown Below	Premium	Limit Stated In Each Added P.I.P. End. Premium	Limit Stated In Each P.P.I. End. Minus Deductible Shown Below	Premium				
	\$	\$	\$	\$	\$	\$	\$				
	\$	\$	\$	\$	\$	\$	\$				
	\$	\$	\$	\$	\$	\$	\$				
	\$	\$	\$	\$	\$	\$	\$				
	\$	\$	\$	<u></u>	\$	\$	\$				
Total Premium		\$		\$	\$		\$				

	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)								
Covered Auto	AUTO MEDICA	AL PAYMENTS	MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)						
Number	Limit	Premium	Limit Stated In Each Medical Expense And Income Loss Endorsement For Each Person	Premium					
	\$	\$	\$	\$					
	\$	\$	\$	\$					
	\$	\$	\$	\$					
	\$	\$	\$	\$					
	\$	\$	\$	\$					
Total Premium		\$		\$					

	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
COMPREHE Covered		HENSIVE	SPECIFIED CAUSES OF LOSS		COLLIS	SION	TOWING & LABOR	
Auto Number	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
Total Premium		\$		\$		\$		\$

#### **ITEM FOUR**

#### Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)						
Liability Coverage	Premium					
Primary Coverage	\$	\$				
Excess Coverage	\$	\$				
	Total Premium	\$				

For "autos" used in your motor carrier operations, cost of hire means:

- (a) The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
- (b) The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
- (c) The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

Liability Coverage – Cost of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)							
Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium				
Primary Coverage		\$	\$				
Excess Coverage		\$	\$				
	\$						

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR

# Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Physical Damage Coverages – Cost of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)							
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium				
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$				
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$				
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto	\$	\$				
			Total Premium	\$				

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Cost Of Hi	re Rating Basis For Mobile	e Or Farm Equipment – Oth	er Than Physical Damage	Coverages
			ted Annual For Each State	Pı	remium
Coverage	State	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Liability – Primary Coverage		\$	\$	\$	\$
Liability – Excess Coverage		\$	\$	\$	\$
Personal Injury Protection		\$	\$	\$	\$
Medical Expense Benefits (Virginia Only)		\$	\$	\$	\$
Income Loss Benefits (Virginia Only)		\$	\$	\$	\$
Auto Medical Payments		\$	\$	\$	\$
	l	,	Total Premiums	\$	\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

			Cost Of Hire (Excluding	ed Annual For Each State Autos Hired Driver)	Pre	emium
Caucanama	Ctoto	Limit Of Incomes	Mobile	Farm	Mobile	Farm
Coverage Compre- nensive	State	Limit Of Insurance  Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Ded.  For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto	\$	\$	\$	\$

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Rental Period Rating Basis For Mobile Or Farm Equipment								
		Estimated Number Of Days Equipment Will Be Rented		Premium				
Coverage	Town and State Where The Job Site Is Located	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment			
Liability – Primary Coverage				\$	\$			
Liability – Excess Coverage				\$	\$			
Personal Injury Protection				\$	\$			
Medical Expense Benefits (Virginia Only)				\$	\$			
Income Loss Benefits (Virginia Only)				\$	\$			
Auto Medical Payments				\$	\$			
			Total Premiums	\$	\$			

# ITEM FIVE

# Schedule For Non-ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service	Number Of Employees		\$
Operations And Other Than Social Service Agencies	Number Of Partners (Active and Inactive)		\$
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$
	Number Of Partners (Active and Inactive)		\$
Social Service Agencies	Number Of Employees		\$
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		\$
	Number Of Partners (Active and Inactive)		\$
	Total Premium	\$	

## AMERICAN RELIABLE INSURANCE COMPANY

222 South 15<sup>Th</sup> Street, Omaha NE 68102 (A Stock Insurance Company)

## COMMERCIAL FARM AUTO DECLARATIONS

ITEM ONE Company Name: **Producer Name:** Named Insured: Mailing Address: **Policy Period** From: To: At 12:01 AM Standard Time at your mailing address shown above Previous Policy Number: Form Of Business: Corporation Limited Liability Company Individual Other: Partnership In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. ☐Direct Bill Agency Bill Premium shown \$\_ is payable by: **Quarterly** Audit Period (If Applicable): Annually Semi-Annually Monthly **Endorsements Attached To This Policy** IL 00 17 - Common Policy Conditions (IL 01 46 in Washington) IL 00 21 – Broad Form Nuclear Exclusion (Not applicable in New York) See Schedule of Forms Countersignature Of Authorized Representative Name: Title: Signature:

Date:

#### **ITEM TWO**

## **Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

	+	-	
Coverages	Covered Autos	Limit	Premium
Liability		\$	\$
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus  \$ Deductible For Each Accident	\$
Auto Medical Payments		\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible  For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered Auto See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto	\$
			\$
		Premium For Endorsements	\$
		Estimated Total Premium*	\$

<sup>\*</sup>This policy may be subject to final audit.

\*\* See Separate Schedule

\*\*\* See Attached Endorsements

# ITEM THREE

# Schedule Of Covered Autos You Own

	DESCRIPTION						PURCHASED			TERRITORY
Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)						Original Actual Cost & NEW (N) USED (U)		EW (N)	Town & State Where the Covered Auto Will Be Principally Garaged	
						\$		\$		
						\$		\$		
						\$		\$		
						\$		\$		
						\$		\$		
	T	CL	ASSIFICA	TION			I			
Radius of Operation	Business Use s=service	Size GVW, GCW Or Vehicle	Age Group	Primary Ra	ating Fa					Auto Lay-up
	r=retail c=commercial	Seating Capacity	Seating Capacity							
EXCEPT Fo	or Towing, All Ph The Time Of The L	nysical Damage Lo Loss.	oss Is Pay	able To Yo	ou And	d The	Loss Paye	e Na	med Belo	w As Interests May
	Radius of Operation	Radius of Operation Seservice reretail cecommercial	Year, Model, Trade Name, Body Type, S Vehicle Identification Numbe  CL  Radius of Operation S=service r=retail c=commercial Seating Capacity	Year, Model, Trade Name, Body Type, Serial Number (VIN)  CLASSIFICAT  Radius of Operation   Business Use   Size GVW, GCW   Age Group   Group   Seating Capacity   C=commercial   Seating Capacity   C=commercial   C=COM	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  CLASSIFICATION  Radius of Operation Seservice r=retail c=commercial Seating Capacity C=commercial  EXCEPT For Towing, All Physical Damage Loss Is Payable To You	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  CLASSIFICATION  Radius of Operation Seservice r=retail c=commercial Seating Capacity  CEASSIFICATION  Size GVW, GCW Age Group Capacity C	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  \$  \$  CLASSIFICATION  Radius of Operation  Business Use s=service r=retail c=commercial  Seating Capacity  Seating Capacity  EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  \$ \$ \$ \$ \$ CLASSIFICATION  Radius of Operation Seservice r=retail c=commercial  Cast New  CLASSIFICATION  Radius of Operation Seservice r=retail c=commercial  Cast Operation Seating Capacity  EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payer	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

ITEM THREE

# Schedule Of Covered Autos You Own (Cont'd)

		COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)									
Covered	LIABILITY			PERSONAL INJURY PROTECTION		ADDED P.I.P. PROPERTY PROTECTOR (Michigan only)					
Auto Number	Limit	Premium	Limit Stated In Each P.I.P. End. Minus Deductible Shown Below	Premium	Limit Stated In Each Added P.I.P. End. Premium	Limit Stated In Each P.P.I. End. Minus Deductible Shown Below	Premium				
	\$	\$	\$	\$	\$	\$	\$				
	\$	\$	\$	\$	\$	\$	\$				
	\$	\$	\$	\$	\$	\$	\$				
	\$	\$	\$	\$	\$	\$	\$				
	\$	\$	\$	\$	\$	\$	\$				
Total Premium		\$		\$	\$		\$				

	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)									
Covered Auto	AUTO MEDICA	AL PAYMENTS	MEDICAL EXPENSE AND INCOM	E LOSS BENEFITS (Virginia Only)						
Number	nber Limit Premium Limit Stat		Limit Stated In Each Medical Expense And Income Loss Endorsement For Each Person	Premium						
	\$	\$	\$	\$						
	\$	\$	\$	\$						
	\$	\$	\$	\$						
	\$	\$	\$	\$						
	\$	\$	\$	\$						
Total Premium		\$		\$						

	(	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)								
Covered	COMPREHENSIN			SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR		
Auto Number	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium		
	\$	\$	\$	\$	\$	\$	\$	\$		
	\$	\$	\$	\$	\$	\$	\$	\$		
	\$	\$	\$	\$	\$	\$	\$	\$		
	\$	\$	\$	\$	\$	\$	\$	\$		
	\$	\$	\$	\$	\$	\$	\$	\$		
Total Premium		\$		\$		\$		\$		

#### **ITEM FOUR**

#### Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)							
Estimated Annual Liability Coverage Cost Of Hire For All States Premium							
Primary Coverage	\$	\$					
Excess Coverage	\$	\$					
	Total Premiu	m \$					

For "autos" used in your motor carrier operations, cost of hire means:

- (a) The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
- (b) The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
- (c) The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

Liability Coverage – Cost of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)							
Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium				
Primary Coverage		\$	\$				
Excess Coverage		\$	\$				
	Total Premium \$						

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

		Physical Damage Coverages – Cost of Hire R (Other Than Mobile Or Farm Ed		
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto	\$	\$
	- I	,	Total Premium	\$

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Cost Of Hi	re Rating Basis For Mobil	e Or Farm Equipment – Oth	ner Than Physical Damage	Coverages	
		Estimated Annual Cost Of Hire For Each State		Premium		
Coverage	State	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment	
Liability – Primary Coverage		\$	\$	\$	\$	
Liability – Excess Coverage		\$	\$	\$	\$	
Personal Injury Protection		\$	\$	\$	\$	
Medical Expense Benefits (Virginia Only)		\$	\$	\$	\$	
Income Loss Benefits (Virginia Only)		\$	\$	\$	\$	
Auto Medical Payments		\$	\$	\$	\$	
	ı	1	Total Premiums	\$	\$	

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

## ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

			Estimate Cost Of Hire (Excluding	ed Annual For Each State Autos Hired Driver)	nage Coverages Premium	
Coverage	State	Limit Of Insurance	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Compre- hensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto	\$	\$	\$	\$
Total Premiums \$ \$						

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Rental Period Rating Basis For Mobile Or Farm Equipment						
		Estimated Number Of Days Equipment Will Be Rented		Premium		
Coverage	Town and State Where The Job Site Is Located	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment	
Liability – Primary Coverage				\$	\$	
Liability – Excess Coverage				\$	\$	
Personal Injury Protection				\$	\$	
Medical Expense Benefits (Virginia Only)				\$	\$	
Income Loss Benefits (Virginia Only)				\$	\$	
Auto Medical Payments				\$	\$	
Total Premiums \$				\$	\$	

# ITEM FIVE

# Schedule For Non-ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service	Number Of Employees		\$
Operations And Other Than Social Service Agencies	Number Of Partners (Active and Inactive)		\$
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$
	Number Of Partners (Active and Inactive)		\$
Social Service Agencies	Number Of Employees		\$
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		\$
	Number Of Partners (Active and Inactive)		\$
	\$		

### AMERICAN RELIABLE INSURANCE COMPANY

222 South 15<sup>Th</sup> Street, Omaha NE 68102 (A Stock Insurance Company)

### COMMERCIAL FARM AUTO DECLARATIONS

ITEM ONE Company Name: **Producer Name:** Named Insured: Mailing Address: **Policy Period** From: To: At 12:01 AM Standard Time at your mailing address shown above Previous Policy Number: Form Of Business: Corporation Limited Liability Company Individual Other: Partnership In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. ☐Direct Bill Agency Bill Premium shown \$\_ is payable by: **Quarterly** Audit Period (If Applicable): Annually Semi-Annually Monthly **Endorsements Attached To This Policy** IL 00 17 - Common Policy Conditions (IL 01 46 in Washington) IL 00 21 – Broad Form Nuclear Exclusion (Not applicable in New York) See Schedule of Forms Countersignature Of Authorized Representative Name: Title: Signature:

Date:

### **ITEM TWO**

### **Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

	+	-	
Coverages	Covered Autos	Limit	Premium
Liability		\$	\$
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus  \$ Deductible For Each Accident	\$
Auto Medical Payments		\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible  For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered Auto See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto	\$
			\$
		Premium For Endorsements	\$
		Estimated Total Premium*	\$

<sup>\*</sup>This policy may be subject to final audit.

\*\* See Separate Schedule

\*\*\* See Attached Endorsements

### ITEM THREE

### Schedule Of Covered Autos You Own

DESCRIPTION							PURCHASED			TERRITORY
Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)						Original Actual Cost & NEW (N) USED (U)		EW (N)	Town & State Where the Covered Auto Will Be Principally Garaged	
						\$		\$		
						\$		\$		
						\$		\$		
						\$		\$		
						\$		\$		
	T	CL	ASSIFICA	TION			I			
Radius of Operation	Business Use s=service	Size GVW, GCW Or Vehicle	Age Group	Primary Ra	ating Fa	actor				Auto Lay-up
	r=retail c=commercial	Seating Capacity		Liability						
EXCEPT Fo	or Towing, All Ph The Time Of The L	nysical Damage Lo Loss.	oss Is Pay	able To Yo	ou And	d The	Loss Paye	e Na	med Belo	w As Interests May
	Radius of Operation	Radius of Operation Seservice reretail cecommercial	Year, Model, Trade Name, Body Type, S Vehicle Identification Numbe  CL  Radius of Operation S=service r=retail c=commercial Seating Capacity	Year, Model, Trade Name, Body Type, Serial Number (VIN)  CLASSIFICAT  Radius of Operation   Business Use   Size GVW, GCW   Age Group   Group   Seating Capacity   C=commercial   Seating Capacity   C=commercial   C=COM	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  CLASSIFICATION  Radius of Operation Seservice r=retail c=commercial Seating Capacity C=commercial  EXCEPT For Towing, All Physical Damage Loss Is Payable To You	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  CLASSIFICATION  Radius of Operation Seservice r=retail c=commercial Seating Capacity  CEASSIFICATION  Size GVW, GCW Age Group Capacity C	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  \$  \$  CLASSIFICATION  Radius of Operation  Business Use s=service r=retail c=commercial  Seating Capacity  Seating Capacity  EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  \$ \$ \$ \$ \$ CLASSIFICATION  Radius of Operation Seservice r=retail c=commercial  Cast New  CLASSIFICATION  Radius of Operation Seservice r=retail c=commercial  Cast Operation Seating Capacity  EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payer	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN)  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

ITEM THREE

### Schedule Of Covered Autos You Own (Cont'd)

	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
Covered Auto	LIAE	BILITY	PERSONAL INJURY PROTECTION		ADDED P.I.P.	ADDED P.I.P. PROPERTY PROTEC (Michigan only)		
Number	Limit	Premium	Limit Stated In Each P.I.P. End. Minus Deductible Shown Below	Premium	Limit Stated In Each Added P.I.P. End. Premium	Limit Stated In Each P.P.I. End. Minus Deductible Shown Below	Premium	
	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	
Total Premium		\$		\$	\$		\$	

	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
Covered Auto	AUTO MEDICA	AL PAYMENTS	MEDICAL EXPENSE AND INCOM	E LOSS BENEFITS (Virginia Only)				
Number	Limit	Limit Stated In Each Medical Expense And Income Loss Endorsement For Each Person		Premium				
	\$	\$	\$	\$				
	\$	\$	\$	\$				
	\$	\$	\$	\$				
	\$	\$	\$	\$				
	\$	\$	\$	\$				
Total Premium		\$		\$				

	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
Covered	COMPRE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR	
Auto Number	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
Total Premium		\$		\$		\$		\$

### **ITEM FOUR**

### Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)							
Estimated Annual Liability Coverage Cost Of Hire For All States Premium							
Primary Coverage	\$	\$					
Excess Coverage	\$	\$					
	Total Premiu						

For "autos" used in your motor carrier operations, cost of hire means:

- (a) The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
- (b) The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
- (c) The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

Liability Coverage – C	Liability Coverage – Cost of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)							
Estimated Annual Liability Coverage State Cost Of Hire For Each State Premium								
Primary Coverage		\$	\$					
Excess Coverage		\$	\$					
	1	Total Premium	\$					

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Physical Damage Coverages – Cost of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)							
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium				
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$				
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$				
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto	\$	\$				
			Total Premium	\$				

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

**ITEM FOUR** 

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Cost Of Hi	re Rating Basis For Mobil	e Or Farm Equipment – Oth	ner Than Physical Damage	Coverages
			ted Annual For Each State	Pr	emium
Coverage	State	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Liability – Primary Coverage		\$	\$	\$	\$
Liability – Excess Coverage		\$	\$	\$	\$
Personal Injury Protection		\$	\$	\$	\$
Medical Expense Benefits (Virginia Only)		\$	\$	\$	\$
Income Loss Benefits (Virginia Only)		\$	\$	\$	\$
Auto Medical Payments		\$	\$	\$	\$
	ı	1	Total Premiums	\$	\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

### ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

		Cost Of Hire Rating Basis For Mot	Estimate Cost Of Hire I (Excluding	ed Annual For Each State Autos Hired Driver)		emium
Coverage	State	Limit Of Insurance	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Compre- hensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto	\$	\$	\$	\$
	1	•		Total Premiums	\$	\$

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Rental Period Rating Basis For Mobile Or Farm Equipment								
		Estimated Nu	mber Of Days /ill Be Rented	Premium					
Coverage	Town and State Where The Job Site Is Located	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment				
Liability – Primary Coverage				\$	\$				
Liability – Excess Coverage				\$	\$				
Personal Injury Protection				\$	\$				
Medical Expense Benefits (Virginia Only)				\$	\$				
Income Loss Benefits (Virginia Only)				\$	\$				
Auto Medical Payments				\$	\$				
		Total Premiums	\$	\$					

### ITEM FIVE

### Schedule For Non-ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service	Number Of Employees		\$
Operations And Other Than Social Service Agencies	Number Of Partners (Active and Inactive)		\$
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$
	Number Of Partners (Active and Inactive)		\$
Social Service Agencies	Number Of Employees		\$
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		\$
	Number Of Partners (Active and Inactive)		\$
		Total Premium	\$

POLICY NUMBER:

# FIRE, FIRE AND THEFT - FIRE, THEFT AND WINDSTORM - LIMITED SPECIFIED CAUSES OF LOSS COVERAGE

Please check the appropriate box for the desired coverage and complete a designation / description of the covered "Autos" in the space provided below.

□Fire Coverage Only
□Fire and Theft Coverage Only
□Fire, Theft and Windstorm Coverage Only
□ Limited Specified Causes of Loss Coverage Only
□Limited Specified Causes of Loss Coverage Only

### SCHEDULE OF FORMS

FORM NUMBER TITLE/DESCRIPTION

### **AUTO LOAN/LEASE GAP COVERAGE**

### **SCHEDULE**

Vehicle Number	Description Of Loan/Lease "Auto(s)" Which Are Covered "Auto(s)"

# SCHEDULE OF ADDITIONAL NAMED INSURED(S) ITEM 1

Named Insured:	Policy No:
Effective Date:	
Additional Named Insured(s)	

State Applicable Taxes Amount

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date:	
Premium:	
Description:	
Explanation:	

VEHICLE SCHEDULE													DATE (MM/DD/YYYY)												
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			4/C,	No):						Insure															
										EFFI	ECTIVE DATE	EXPI	RATION	DATE		1	DIREC	T DII I		P	AYM	IENT PLAN	1		AUDIT
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ZIP	WHER	RE						SIAIL																	
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	COMMERCIA	AL A	UT	O DRIVER INFORMATION SCHEDULE														
PRODU	CER PHONE (A/C. No. Ext):			APPLICANT (First Named														
	FAX (A/C, No):			Insured)														
				FOR COMPANY USE ONLY														
CODE:	SUB CODE:			-														
AGENC CUSTO																		
	ER INFORMATION																	
DRIVER #	L DRIVERS, INCLUDING FAMILY MEMBERS THAT WII  NAME (Include address, if required)		MAR		IY VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.    VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.    VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.    VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.    VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.    VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.    VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.    VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.    VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.    VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.    VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.    VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN VEHICLES ON COMPANY BUSINESS.   VEHICLES, AND EMPLOYEES WHO DRIVE OWN WHO PROPERTY BUSINESS.   VEHICLES,													
		SEX	SIAI	DATE OF BIRTH	EXP	LIC	SOCIAL SECURITY NUMBER	LIC	HIKE	NO-FAULT		VEH#	use					

# AMERICAN RELIABLE INSURANCE COMPANY NAMED DRIVER EXCLUSION

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured								
Endorsement Effective	Policy Number	Countersigned by:						
	(Authorized Reconsideration of the continuation of this Policy at the premium charged, it is agreed that all coverage's, including Bound Page Liability, Combined Single Limit Liability, Medical Payments, Coverage for Damage to Your Auto, Uninsurerinsured Motorists Coverage and Personal Injury Protection coverage, where applicable, are not afforded by this ribed in the policy or any other automobile to which the terms of the policy are extended is being used, driven, operate are the care, custody or control, with or without permission, by the person(s) named below:  The end of Excluded Driver  Named Insured accepts this endorsement and confirms that acceptance as witness his/her signature.							
Damage Liability, Combined Single Underinsured Motorists Coverage an described in the policy or any other a	Limit Liability, Medical Payments, Cove d Personal Injury Protection coverage, w utomobile to which the terms of the policy	rage for Damage to Your Auto, Uninsured Motorists Coverage here applicable, are not afforded by this policy while any vehicl are extended is being used, driven, operated, or manipulated by or						
Name of Excluded Driver								
	<del></del>							
The Named Insured accepts this endo	rsement and confirms that acceptance as v	witness his/her signature.						
Signature/Acceptance of Named Insur	red	Date Signed						
The driver excluded from coverage he	reby acknowledges and agrees to the exclu	usion set forth herein, as witness his/her signature.						
Signature/Acceptance of Excluded Dri	ver	Date Signed						
All other terms, conditions, exclusions	and agreements of the policy shall remain	unchanged						

# AMERICAN RELIABLE INSURANCE COMPANY NAMED DRIVER EXCLUSION

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured								
Endorsement Effective	Policy Number	Countersigned by:						
	(Authorized Reconsideration of the continuation of this Policy at the premium charged, it is agreed that all coverage's, including Bound Page Liability, Combined Single Limit Liability, Medical Payments, Coverage for Damage to Your Auto, Uninsurerinsured Motorists Coverage and Personal Injury Protection coverage, where applicable, are not afforded by this ribed in the policy or any other automobile to which the terms of the policy are extended is being used, driven, operate are the care, custody or control, with or without permission, by the person(s) named below:  The end of Excluded Driver  Named Insured accepts this endorsement and confirms that acceptance as witness his/her signature.							
Damage Liability, Combined Single Underinsured Motorists Coverage an described in the policy or any other a	Limit Liability, Medical Payments, Cove d Personal Injury Protection coverage, w utomobile to which the terms of the policy	rage for Damage to Your Auto, Uninsured Motorists Coverage here applicable, are not afforded by this policy while any vehicl are extended is being used, driven, operated, or manipulated by or						
Name of Excluded Driver								
	<del></del>							
The Named Insured accepts this endo	rsement and confirms that acceptance as v	witness his/her signature.						
Signature/Acceptance of Named Insur	red	Date Signed						
The driver excluded from coverage he	reby acknowledges and agrees to the exclu	usion set forth herein, as witness his/her signature.						
Signature/Acceptance of Excluded Dri	ver	Date Signed						
All other terms, conditions, exclusions	and agreements of the policy shall remain	unchanged						

# AMERICAN RELIABLE INSURANCE COMPANY GAP COVERAGE – RENTED AUTOMOBILE

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO** 

A. Under SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, the following Condition is added:

If the covered automobile is:

- 1. A rented private passenger automobile;
- 2. Not a total loss; and
- Sold in its damaged condition rather than repaired as decided by the rental company from which you rented the automobile; and

The first Named Insured is:

1. An individual entity; or

- 2. Other than an individual entity with:
  - The Drive Other Car Coverage Broadened Coverage For Named Individuals endorsement on the policy; and
  - b. The automobile to which the Drive Other Car Coverage – Broadened Coverage For Named Individuals endorsement is attached and has Other Than Collision and Collision Coverages;

we will pay the amount for which you are liable under the terms of the rental agreement.

All other terms, conditions, exclusions and agreements of the policy shall remain unchanged.

### AMERICAN RELIABLE INSURANCE COMPANY

# COMMERCIAL FARM AUTOMOBILE – COVERAGE ENHANCEMENT ENDORSEMENT THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO** 

### A. Broad Form Insured

 For the purposes of this endorsement, under SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own, or that is newly acquired or formed by you during the policy period and over which you maintain majority ownership is also an "insured" if:

- a. No other similar insurance is available to that organization;
- The first Named Insured as shown on the Declarations has the sole responsibility for obtaining insurance for that organization; and
- c. The organization is legally incorporated.

However, "insured" does not include:

- Any past or present joint venture or partnership which is not shown as an "insured" on the Declarations;
- b. Any organization of the "insured" which is covered under another automobile liability insurance policy whose Limits of Insurance have been exhausted by payments or settlements, or the insurer has become insolvent.

Coverage does not apply to "bodily injury" or "property damage" that resulted from an "accident" which occurred prior to you forming or acquiring the organization.

The coverage provided by this provision applies to the beginning of the policy period as shown on the Declarations and ends on the policy anniversary date.

- For the purposes of this endorsement, under SECTION II LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, Item b.(2) is deleted and d. is added as follows:
  - d. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household while that "auto" is used in your business or personal affairs with your permission, provided that "auto" is not owned, hired or borrowed by you.
- For the purposes of this endorsement, under SECTION II
   LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, e. is added as follows:

### e. Additional Insured

Any person or organization with respect to the operation, maintenance or use of a covered "auto" provided that you and such person or organization have agreed on in an "insured contract" or written

agreement to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:

- (1) With respect to the operation, maintenance or use of a covered "auto"; and
- (2) For "bodily injury" or "property damage" caused by an "accident" after the "insured contract" or written agreement has been executed by you.

### B. Increased Supplementary Payments

For the purposes of this endorsement, under SECTION II – LIABILITY COVERAGE, 2. Supplementary Payments, the following are amended:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- C. For the purposes of this endorsement, under SECTION II LIABILITY COVERAGE, 5. Fellow Employee, the following is added:

"Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. This coverage is excess over any other collectable insurance.

### D. Medical Payments - Increased Limit

For the purposes of this endorsement, if **Auto Medical Payments Coverage** is a part of the policy as shown on the Declarations, the Limit of Insurance is increased for those "autos" with medical payments coverage and is revised to the greater of the following:

- 1. \$5,000; or
- 2. The Limit of Insurance shown on the Declarations.

### E. Hired Auto

### 1. Hired Auto - Physical Damage

For the purposes of this endorsement, if Hired Auto Physical Damage Coverage is provided under the policy any "auto" you lease, hire, rent or borrow without a driver is a covered "auto" for physical damage coverage. However any leased, hired, rented or borrowed "auto":

- Is covered only for the same physical damage coverage that applies to your owned "autos"; and
- b. Is subject to the same deductible shown in the Declarations which is most similar to your owned "auto".

However, the comprehensive deductible does not apply to "loss" caused by fire or lightning.

The most we will pay for any one "loss" in any one "accident" is the lesser of the following:

- The actual cash value of the damaged or stolen property as determined by us; or
- b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality.

We will also pay your cost and fees associated with a covered "loss":

- a. Up to ten (10) days after the date of "loss"; and
- **b.** Up to a maximum of \$500.

### 2. Hired Auto – Loss of Use Expenses

For the purposes of this endorsement, under SECTION III

- PHYSICAL DAMAGE COVERAGE, 4. Coverage Extensions, Paragraph b. Loss Of Use Expenses, is replaced by the following:

### b. Loss Of Use Expenses

We will pay the expenses for which you are legally obligated to pay for loss of use of a leased, hired, rented or borrowed "auto" without a driver, under an "insured contract" or written agreement if this policy provides Other Than Collision, Collision or Specified Causes of Loss coverage on the covered "auto" as shown on the Declarations.

However, the most we will pay for loss of use is up to \$100 per day subject to a maximum of \$1,000.

### 3. Hired Auto - Coverage Territory

For the purposes of this endorsement, under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, Item b.(5)(a) is replaced by the following:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less; and

### F. Towing Coverage – Increased Limits

For the purposes of this endorsement, under **SECTION III – PHYSICAL DAMAGE COVERAGE**, **2. Towing** is replaced by the following:

### 2. Towing

We will pay up to \$750 per disablement for towing and labor costs whenever your covered "auto" is disabled.

But:

- a. All labor must be performed at the place of the disablement:
- b. If your covered "auto" is of the private passenger type, no deductible applies to the disablement and the limit above is in addition to the limit specified in the Declarations:
- c. Loss payment will be reduced by a \$250 deductible per disablement if your covered "auto" is not of the private passenger type; or
- d. If your covered "auto" in not a private passenger type, and the disablement results from a covered "loss" as described under SECTION III PHYSICAL DAMAGE COVERAGE, A. Coverage, 1.a, b. or c., we will waive the deductible.

Disablement means a breakdown of the covered "auto" which includes mechanical breakdown or tire blowout, and where repairs cannot be made at the place of disablement and the covered "auto" must be towed to remove the covered "auto" from the roadway for additional repairs or services.

### G. Extended Glass Coverage

For the purposes of this endorsement, under SECTION III – PHYSICAL DAMAGE COVERAGE, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, Item a. is replaced by the following:

### a. Glass Breakage:

If "loss" or damage to glass, and the glass must be replaced, a \$100 deductible will apply or the deductible shown on the Declarations, whichever is less. If the glass can be repaired, the deductible is waived. At your option you can repair or replace the glass;

### H. Personal Effects Coverage

For the purposes of this endorsement, under SECTION III – PHYSICAL DAMAGE COVERAGE, 4. Coverage Extensions, Item c. is added as follows:

### c. Personal Effects Coverage

We will pay up to \$500 for personal effects (including clothing) owned by an "insured" in a covered "auto' at the time of a covered "loss".

Personal effects do not include audio, visual or electronic devices, money, gift cards, securities, jewelry or tools.

This coverage is excess over any other collectable insurance.

No deductible applies to this Additional Coverage.

### I. Rental Reimbursement

For the purposes of this endorsement, under SECTION III – PHYSICAL DAMAGE COVERAGE, 4. Coverage Extensions, Item d. is added as follows:

### d. Rental Reimbursement

We will pay for the rental expenses of a replacement "auto" for a similar covered "auto" as shown on the Declarations that is involved in a covered "loss". The amount we pay is in addition to any other collectable insurance on the covered "auto".

But:

- (1) We will pay for the rental expenses beginning 24 hours after the date of the covered "loss".
- (2) We will stop paying rental expenses at the earliest of the following:
  - (a) When the covered "auto" is repaired or replaced in a reasonable amount of time;
  - (b) If "loss" caused by theft of a covered "auto", in addition to the number of days in (a) above, an additional number of days it takes to locate and return the stolen "auto" to you; or
  - (c) 45 days from the date of "loss".

The policy's expiration date will not affect this Additional Coverage.

- (3) How much we pay is limited to the lesser of the following:
  - (a) The actual and necessary expenses you incur; or
  - **(b)** \$1,500.
- **(4)** This Additional Coverage does not apply if there are substitute or spare "autos" available for you to perform your operations.
- (5) If "loss" results in total theft of your private passenger auto, we will only pay your covered rental expenses or additional transportation expenses that are in excess of the coverage provided under SECTION III – PHYSICAL DAMAGE COVERAGE, 4. Coverage Extensions.

### J. Electronic Equipment Coverage

For the purposes of this endorsement, under SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, Paragraph 2. Is replaced by the following:

2. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

### K. Loan / Lease Gap Coverage

For the purposes of this endorsement, under SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, the following is added:

 If a leased "auto", under a long-term lease agreement, is a covered "auto" as shown on the Declarations, and the lessor of the covered "auto" is a named additional insured under the policy, in the event of a total "loss" to the covered "auto", we will pay any unpaid amount due on the lease, less any amount paid under the Physical Damage Coverage of the policy, less any:

- a. Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at any time;
- Financial penalties imposed under a lease agreement for abnormal wear and tear or in exceeding the mileage restrictions of the lease;
- c. Security deposits;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased at with the lease; and
- e. Carry-over balances form prior leases.
- If an owned "auto" is a covered "auto" under this policy and the loss payee of the covered "auto" is named as a loss payee under this policy, in the event of a total "loss" to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage of the policy, less any:
  - a. Overdue load payments;
  - Costs of extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and
  - c. Carry-over balances from previous loans.

### L. Tapes, Records or Discs Coverage

For the purposes of this endorsement, under SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, the following is added:

### Tapes, Records or Discs Coverage

If Other Than Collision coverage is a part of this policy as shown on the Declarations, we will pay for "loss" to tapes, records or discs or other similar devices used with audio, visual or electronic data equipment are:

- Owned by you, or that of a family member; and
- 2. In a covered "auto" at the time of "loss".

The most we will pay for this Additional Coverage is \$250.

No deductible applies to this coverage.

### M. Accidental Discharge - Airbag Coverage

For the purposes of this endorsement, under **SECTION III – PHYSICAL DAMAGE COVERAGE**, **B. Exclusions**, Item **3**. is replaced by following:

- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical or electrical breakdown; and
  - **b.** Blowouts, punctures or other road damage to tires.

However, this exclusion does not apply to the discharge of an airbag(s) in a covered "auto" you own that inflates due to a cause other than a cause of "loss" as described in Paragraph A.1.b. and c., but only if:

- a. The "auto" is a covered "auto" for Comprehensive Coverage as shown on the Declarations;
- The airbag(s) are not coved under any type of warranty; and
- c. The airbag(s) were not intentionally inflated.

The most we will pay in any one occurrence is a maximum of \$1,000.

### N. Duties In the Event Of Accident, Claim, Suit Or Loss

For the purposes of this endorsement, under SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In the Event Of Accident, Claim, Suit Or Loss, Item a. is replaced by the following:

- a. In the event of an "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice when it becomes known to:
  - (1) You, if you are an individual;
  - (2) Your partner or member, if you are a partnership or joint venture;
  - (3) Your member, if you are a limited liability company;
- O. For the purposes of this endorsement, under SECTION IV BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, the following is added:

### 1. Waiver Of Subrogation

We will waive the right of recovery against a person or organization for payments we make for injury or damage

arising out of the ownership, maintenance or use of a covered "auto" provided:

- **a.** It is a requirement under an "insured contract" or written agreement executed prior to the "accident".
  - (1) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
  - (2) Your authorized representative or insurance manager.

You must include:

- (1) How, when and where the "accident" or "loss" occurred:
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

### P. Bodily Injury - Broadened Definition

For the purposes of this endorsement, under **SECTION V – DEFINITIONS**, Paragraph **C**. "Bodily injury" is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

### Q. Extended Cancellation Condition

If we cancel for any other reason than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 120 days before the effective date of cancellation.

# AMERICAN RELIABLE INSURANCE COMPANY AMENDATORY ENDORSEMENT – OTHER INSURANCE PROVISIONS

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO
COMMERCIAL GENERAL LIABILITY
FARM ADMINISTRATION CERTIFICATE
FARM PROPERTY
FARM INLAND MARINE
FARM LIABILITY

A. For the purpose of this endorsement, under the **Other Insurance** and **Other Insurance** And **Service Agreements** of the Coverage Forms shown above, the following is added:

If the same "occurrence" is covered under more than one policy issued by us or any company affiliated with us, the following applies:

- 1. The maximum Limit of Insurance that applies under all policies in the aggregate shall not exceed the highest applicable per occurrence limit which applies under any one policy.
- 2. We will not provide coverage under the Business Auto, Commercial General Liability, Farm Administration Certificate or Farm Liability Coverage Forms after the Aggregate Limit of Insurance that applies under any one policy:
  - a. Has been exhausted; or
  - b. Would have been exhausted had all claims been submitted under one policy instead of being submitted under two or more policies.

This provision does not apply to a policy issued by us or any company affiliated with us specifically to apply as excess over this Coverage Form.

All other terms, conditions, exclusions and agreements of the policy shall remain unchanged.

<u>ACORE</u>	OKLAHON COVERAGES/	IA COMMERCIAL AUTO LIMITS SECTION							DATE (M	M/DD/YYYY)
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COVERED AUTO SYMBOLS

(41) ANY AUTO (42) OWNED AUTOS ONLY (43) OWNED COMMERCIAL AUTOS ONLY

(44) OWNED AUTOS SUBJECT TO NO-FAULT (45) OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED

MOTORIST LAW

(46) SPECIFICALLY DESCRIBED AUTOS (47) HIRED AUTOS ONLY (48) TRAILERS IN YOUR POSSESSION UNDER A TRAILER INTERCHANGE AGREEMENT

(49) YOUR TRAILERS IN THE POSSESSION OF ANOTHER TRUCKER UNDER A TRAILER INTERCHANGE AGREEMENT (50) NON-OWNED AUTOS ONLY

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### VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage

						ided to a single spe e policy.  Use ACOR		vehicle or equipment. Do not use this form to report liability coverage for that purpose.							
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SEE IMPORTANT INFORMATION ON REVERSE SIDE

### HOW TO IDENTIFY YOUR COVERAGE

A LIABILITY (BODILY INJURY/

PROPERTY DAMAGE)

C MEDICAL PAYMENTS

D COMPREHENSIVE

G COLLISION
L LOSS TO YOUR RECREATIONAL VEH.

N EMERGENCY ROAD SERVICE

R CAR RENTAL

R1 CAR RENTAL AND TRAVEL EXPENSE

U UNINSURED MOTOR VEHICLE

S DEATH, DISMEMBERMENT

T DISABILITY

Z LOSS OF EARNINGS

### 2 LOSS OF EARININGS

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R CAR RENTAL

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OKLAHOMA OWNERS SECURITY VERIFICATION FORM	OKLAHOMA OWNERS SECURITY VERIFICATION FORM
COMPANY NAME AND ADDRESS COMMERCIAL PERSONAL COMPANY NUMBER	COMPANY NAME AND ADDRESS COMMERCIAL
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S DEATH, DISMEMBERMENT
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EXPENSE

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Date

Proposed Named Insured

AC	DRD. OKLAHOMA AUTO	SUPPLEMENT	
PRODUCER		APPLICANT/NAMED INSURED	
		COMPANY:	EFFECTIVE DATE
CODE:	SUB CODE:	POLICY #:	
	For insurance companies that (Do not complete if you	N OF NON-STACKED COVERAGE offer only uninsured motorists non-stacked coverage. u have rejected uninsured motorists coverage)	
	·	n some cases that uninsured motorists coverage could be st ts coverage limit could be multiplied by the number of vehicle	
	stacked. Non-stacked uninsured motorists coverage is the maximum limit of liability for	arges only one premium for this coverage and the coverage is coverage means that the limit shown in the Declarations for all damages resulting from any one accident. This is the movered persons, claims made, vehicles shown in the Declaration	or this ost we
	(Initials) I elect the non-stacked form of unins	sured motorists coverage.	
	Coverage is generally described here. On their limitations.	ly the policy provides a complete description of the coverage	es and
	I understand these coverage selections will unless I notify you otherwise in writing.	apply to all future renewals, continuations and changes in my	policy

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Date

Proposed Named Insured

# **BUSINESS AUTO COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section  ${\bf V}$  – Definitions.

#### **SECTION I - COVERED AUTOS**

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol		Description Of Covered Auto Designation Symbols
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insur-

ance Law Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

# B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - **b.** You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

# C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

- 1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- **2.** "Mobile equipment" while being carried or towed by a covered "auto".
- 3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - **b.** Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

#### **SECTION II – LIABILITY COVERAGE**

### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

### 2. Coverage Extensions

# a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

#### **B. Exclusions**

This insurance does not apply to any of the following:

#### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

#### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- **b.** That the "insured" would have in the absence of the contract or agreement.

#### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

# 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

- 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 the injury.

But 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". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- **b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

# 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

# 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- Work or operations performed by you or on your behalf; and
- **b.** Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto":
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### **SECTION III – PHYSICAL DAMAGE COVERAGE**

#### A. Coverage

**1.** We will pay for "loss" to a covered "auto" or its equipment under:

# a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

## b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

### 2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

# Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

# 4. Coverage Extensions

#### a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### **B. Exclusions**

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

# a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

#### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" due and confined to:
  - Wear and tear, freezing, mechanical or electrical breakdown.
  - **b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto"

- 4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speedmeasurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.
- **5.** Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto";

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto":
- **c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
- **d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

- The most we will pay for "loss" in any one "accident" is the lesser of:
  - The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - **b.** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment: or
  - c. An integral part of such equipment.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- **4.** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

#### SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

#### A. Loss Conditions

# 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

# 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred:
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- **b.** Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- **c.** If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

### 3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

# 4. Loss Payment – Physical Damage Coverages

At our option we may:

- **a.** Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

# 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

#### **B.** General Conditions

# 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

#### 2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- **b.** The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

#### 3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

# 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

# 5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- **b.** If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico:
- (4) Canada; and
- **(5)** Anywhere in the world if:
  - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

# 8. Two Or More Coverage Forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

#### **SECTION V - DEFINITIONS**

- **A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  - A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  - Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- **C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto": and
- **(b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- **E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- **F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- **H.** "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - **4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality:
  - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing:
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads:
  - **2.** Vehicles maintained for use solely on or next to premises you own or rent:
  - 3. Vehicles that travel on crawler treads;
  - **4.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - **b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
    - **b.** Cherry pickers and similar devices used to raise or lower workers; or

- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - **b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - **c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- **M.** "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  - **1.** Damages because of "bodily injury" or "property damage"; or
  - **2.** A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

# **GARAGE COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

#### **SECTION I - COVERED AUTOS**

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	ymbol Description Of Covered Auto Designation Symbols		
21	Any "Auto"		
22	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.	
23	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.	
24	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.	
25	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.	
26	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.	
27	Specifically Described "Autos"	Only those "autos" described in Item Nine of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Nine).	
28	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.	
29	Non-owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your garage business.	

Symbol	Description Of Covered Auto Designation Symbols		
30	"Autos" Left With You For Service, Repair, Storage Or Safekeeping	Any customer's land motor vehicle or trailer or semitrailer while left with you for service, repair, storage or safekeeping. Customers include your "employees", and members of their households, who pay for the services performed.	
31	Dealers "Autos" (Physical Damage Coverages)	Any "autos" and the interests in these "autos" described in Item Seven of the Declarations.	

# B. Owned Autos You Acquire After The Policy Begins

- If Symbols 21, 22, 23, 24, 25 or 26 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 27 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

# C. Certain Trailers And Temporary Substitute

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - **b.** Repair;
  - c. Servicing;

- d. "Loss"; or
- e. Destruction.

#### **SECTION II – LIABILITY COVERAGE**

# A. Coverage

# 1. "Garage Operations" – Other Than Covered "Autos"

a. We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident" and resulting from "garage operations" other than the ownership, maintenance or use of covered "autos".

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable Liability Coverage Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" has been exhausted by payment of judgments or settlements.

- **b.** This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "accident" occurs in the coverage territory;
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no "insured" listed under Who Is An Insured and no "employee" authorized by you to give or receive notice of an "accident" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage", which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under Who Is An Insured or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Who Is An Insured or any "employee" authorized by you to give or receive notice of an "accident" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

### 2. "Garage Operations" - Covered "Autos"

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos". We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance – "Garage Operations" – Covered "Autos" has been exhausted by payment of judgments or settlements.

#### 3. Who Is An Insured

- a. The following are "insureds" for covered "autos":
  - (1) You for any covered "auto".
  - (2) Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
    - (a) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
    - (b) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
    - (c) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is your "garage operations".

- (d) Your customers. However, if a customer of yours:
  - (i) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.
  - (ii) Has other available insurance (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered "auto" is principally garaged, they are an "insured" only for the amount by which the compulsory or financial responsibility law limits exceed the limit of their other insurance.
- (e) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- (3) Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.
- (4) Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.
- **b.** The following are "insureds" for "garage operations" other than covered "autos":
  - (1) You.
  - (2) Your partners (if you are a partnership), members (if you are a limited liability company), "employees", directors or shareholders but only while acting within the scope of their duties.

#### 4. Coverage Extensions

# a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

#### **B. Exclusions**

This insurance does not apply to any of the following:

#### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". But for "garage operations" other than covered "autos" this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### 2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- **b.** That the "insured" would have in the absence of the contract or agreement.

#### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

# 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- **a.** An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business;
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above;
- **c.** A person arising out of any:
  - (1) Refusal to employ that person;
  - **(2)** Termination of that person's employment; or
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- d. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph c.(1), (2) or (3) above are directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraph c.(1), (2) or (3) above occurs before employment, during employment or after employment of that person;

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

But 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". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- **b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving:

- a. Property owned, rented or occupied by the "insured";
- **b.** Property loaned to the "insured";
- **c.** Property held for sale or being transported by the "insured"; or
- d. Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

### 7. Leased Autos

Any covered "auto" while leased or rented to others. But this exclusion does not apply to a covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair.

# 8. Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (1) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "insured";
  - (2) At or from any premises, site or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;
  - (3) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:
    - (a) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, the "pollutants"; or
    - (b) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
  - (4) That are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs **a.(1)** and **a.(3)(b)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable or breaks out from where it was intended to be.

Paragraph a.(1) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

Paragraph a.(3)(b) does not apply to "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

- **b.** Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

# 9. Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos"

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from, the covered "auto":
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

### 10. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### 11. Watercraft Or Aircraft

Any watercraft or aircraft except watercraft while ashore on premises where you conduct "garage operations".

#### 12. Defective Products

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

#### 13. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

#### 14. Loss Of Use

Loss of use of other property not physically damaged if caused by:

- **a.** A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- b. A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, 14.b., does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

#### 15. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### 16. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

# 17. Distribution Of Material In Violation Of Statutes Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- **b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

#### C. Limit Of Insurance

# Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"

For "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for the sum of all damages involving "garage operations" other than "auto" is the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

Damages payable under the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" consist of damages resulting from "garage operations", other than the ownership, maintenance or use of the "autos" indicated in Section I of this coverage form as covered "autos", including the following coverages, if provided by endorsement:

- a. "Personal injury" liability coverage;
- **b.** "Personal and advertising injury" liability coverage;
- c. Host liquor liability coverage;
- **d.** Damage to rented premises liability coverage;
- e. Incidental medical malpractice liability coverage;
- f. Non-owned watercraft coverage; and
- **g.** Broad form products coverage.

Damages payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" are not payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos".

Subject to the above, the most we will pay for all damages resulting from all "bodily injury" and "property damage" resulting from any one "accident" is the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident". The Aggregate Limit of Insurance – "Garage Operations" Other Than Covered "Autos" applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos".

# 2. Limit Of Insurance – "Garage Operations" – Covered "Autos"

For "accidents" resulting from "garage operations" involving the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" involving a covered "auto" is the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos" for Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos" are not payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos".

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

# D. Deductible

We will deduct \$100 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

#### SECTION III - GARAGEKEEPERS COVERAGE

#### A. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

### a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

# c. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.
- 2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any loss to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

### 3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- **b.** Your partners (if you are a partnership), members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

# 4. Coverage Extensions

The following apply as **Supplementary Payments.** We will pay for the "insured":

a. All expenses we incur.

- b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### **B. Exclusions**

**1.** This insurance does not apply to any of the following:

#### a. Contractual Obligations

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

#### b. Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

#### c. Defective Parts

Defective parts or materials.

### d. Faulty Work

Faulty "work you performed".

- We will not pay for "loss" to any of the following:
  - **a.** Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".
  - **b.** Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.

- c. Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- d. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speedmeasuring equipment.
- 3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### C. Limits Of Insurance And Deductibles

- 1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Declarations for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:
  - a. Collision: or
  - **b.** With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:
    - (1) Theft or mischief or vandalism; or
    - (2) All perils.
- 2. The maximum deductible stated in the Declarations for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils.

Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

#### SECTION IV - PHYSICAL DAMAGE COVERAGE

# A. Coverage

 We will pay for "loss" to a covered "auto" or its equipment under:

#### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

# b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

#### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

# 2. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

# 3. Coverage Extension – Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- a. Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- b. Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- c. Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### **B. Exclusions**

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard

- The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

# b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any of the following:
  - a. Any covered "auto" leased or rented to others unless rented to one of your customers while their "auto" is left with you for service or repair.

- b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.
- c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speedmeasurement equipment.
- **e.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- f. Any accessories used with the electronic equipment described in Paragraph e. above.
- 3. Exclusions 2.e. and 2.f. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
  - **a.** Permanently installed in or upon the covered "auto";
  - Removable from a housing unit which is permanently installed in or upon the covered "auto";
  - **c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
  - **d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

#### 4. False Pretense

We will not pay for "loss" to a covered "auto" caused by or resulting from:

- Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or
- **b.** Your acquiring an "auto" from a seller who did not have legal title.
- 5. We will not pay for:
  - Your expected profit, including loss of market value or resale value.

- b. "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.
- c. Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
- d. Under the Specified Causes Of Loss Coverage, "loss" to any covered "auto" caused by or resulting from the collision or upset of any vehicle transporting it.
- We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### 7. Other Exclusions

We will not pay for "loss" due and confined to:

- Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

#### C. Limits Of Insurance

- The most we will pay for "loss" to any one covered "auto" is the lesser of:
  - The actual cash value of the damaged or stolen property as of the time of "loss"; or
  - **b.** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - **b.** Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or
  - c. An integral part of such equipment.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

- **5.** The following provisions also apply:
  - a. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in the Declarations for "loss" in transit.

# b. Quarterly Or Monthly Reporting Premium Basis

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the total actual value at the "loss" location on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit of Insurance shown in the Declarations for the applicable location.

#### c. Non-reporting Premium Basis

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the Limit of Insurance by the total actual value at the "loss" location at the time the "loss" occurred.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance shown in the Declarations, provided that:

- The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
  - a. Theft or mischief or vandalism; or
  - **b.** All perils.

- 2. Regardless of the number of covered "autos" damaged or stolen, the per "loss" deductible for Comprehensive or Specified Causes Of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils.

#### **SECTION V – GARAGE CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

#### A. Loss Conditions

# 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

# 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the accident or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- **(4)** Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- **c.** If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

# 4. Loss Payment – Physical Damage Coverages

At our option we may:

- Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

# 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

#### **B.** General Conditions

#### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

# 2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This coverage form;
- **b.** The covered "auto";
- c. Your interest in the covered "auto"; or
- **d.** A claim under this coverage form.

#### 3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

# 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

#### 5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
  - Excess while it is connected to a motor vehicle you do not own.

- (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- **b.** If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

# 7. Policy Period, Coverage Territory

Under this coverage form, we cover:

- a. "Bodily injury", "property damage" and "losses" occurring; and
- Covered pollution cost or expense" arising out of "accidents" occurring;

during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;

- (4) Canada; and
- (5) Anywhere in the world if:
  - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

We also cover "bodily injury", "property damage", "covered pollution cost or expense" and "losses" while a covered "auto" is being transported between any of these places.

The coverage territory is extended to anywhere in the world if the "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada. The original "suit" for damages resulting from such "bodily injury" or "property damage" must be brought in one of these places.

# 8. Two Or More Coverage Forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

#### **SECTION VI – DEFINITIONS**

- **A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- **B.** "Auto" means a land motor vehicle, "trailer" or semitrailer.
- **C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants": or
  - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- **c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households, who pay for services performed.
- **F.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- **G.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- H. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in Section I of this coverage form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.
- I. "Insured" means any person or organization qualifying as an insured in the Who Is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- J. "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- 5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. An elevator maintenance agreement; or
- 7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- **a.** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- b. That indemnifies any person or organization for damage by fire to premises rented or loaned to you or temporarily occupied by you with permission of the owner.
- c. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver.
- **d.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- e. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

- K. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- L. "Loss" means direct and accidental loss or damage. But for Garagekeepers Coverage only, "loss" also includes any resulting loss of use.
- M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- N. "Products" includes:
  - The goods or products you made or sold in a garage business; and
  - **2.** The providing of or failure to provide warnings or instructions.
- **O.** "Property damage" means damage to or loss of use of tangible property.
- **P.** "Suit" means a civil proceeding in which:
  - **1.** Damages because of "bodily injury" or "property damage"; or

- 2. A "covered pollution cost or expense"; to which this insurance applies, are claimed. "Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- Q. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- R. "Trailer" includes semitrailer.
- S. "Work you performed" includes:
  - Work that someone performed on your behalf; and
  - **2.** The providing of or failure to provide warnings or instructions.

# BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section IV – Definitions.

#### **SECTION I – COVERED AUTOS**

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

# A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Owned "Autos" Only	Only those "autos" you own. This includes those "autos" you acquire ownership of after the policy begins.
2	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
3	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type. This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
4	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown.
5	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

# B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2 or 3 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 4 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

**b.** You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

# **SECTION II - PHYSICAL DAMAGE COVERAGE**

### A. Coverage

 We will pay for "loss" to a covered "auto" or its equipment under:

### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood:
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

#### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### 2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

### Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage:
- b. "Loss" caused by hitting a bird or animal; and
- **c.** "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extensions

### a. Transportation Expenses

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an insured becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto":
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### **B. Exclusions**

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

#### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any of the following:
  - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speedmeasurement equipment.
- **c.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.
- **3.** Exclusions **2.c.** and **2.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto";
  - b. Removable from a housing unit which is permanently installed in or upon the covered "auto":
  - **c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
  - **d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- **4.** We will not pay for "loss" due and confined to:
  - Wear and tear, freezing, mechanical or electrical breakdown.
  - **b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- 5. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- We will not pay for "loss" to a covered "auto" due to "diminution in value".

### C. Limit Of Insurance

- The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

- **b.** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of that equipment.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

#### **SECTION III – BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

# A. Loss Conditions

### 1. Appraisal

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties In The Event Of Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "loss", you must give us or our authorized representative prompt notice of the "loss". Include:
  - (1) How, when and where the "loss" occurred; and
  - (2) To the extent possible, the names and addresses of any injured persons and witnesses.

# b. Additionally, you must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at your own cost.
- (2) Cooperate with us in the investigation or settlement of the claim or defense against the suit.
- (3) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (4) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (5) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (6) Agree to examination under oath at our request and give us a signed statement of your answers.

# 3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until there has been full compliance with all the terms of this coverage form.

#### 4. Loss Payment

At our option we may:

- Pay for, repair or replace damaged or stolen property;
- **b.** Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

# 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

# **B.** General Conditions

#### 1. Bankruptcy

Bankruptcy or insolvency of the Named Insured or the Named Insured's estate will not relieve us of any obligations under this coverage form.

# 2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- **b.** The covered "auto":
- c. Your interest in the covered "auto"; or
- **d.** A claim under this coverage form.

### 3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. No Benefit To Bailee

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

#### 5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance.
- **b.** For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

Under this coverage form, we cover "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- **(5)** Anywhere in the world if:
  - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (b) The insured's responsibility to pay damages is determined in a suit on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to a covered "auto" while being transported between any of these places.

#### **SECTION IV - DEFINITIONS**

#### A. "Auto" means:

- A land motor vehicle, trailer or semitrailer designed for travel on public roads; or
- Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- **B.** "Loss" means direct and accidental loss or damage.
- C. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- **D.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- E. "Leased worker" means a person leased to you by a labor leasing firm, under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **F.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads:
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;
  - **4.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - **b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- **b.** Cherry pickers and similar devices used to raise or lower workers; or
- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - **b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

**c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**G.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

## MOTOR CARRIER COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

#### **SECTION I - COVERED AUTOS**

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols				
61	Any "Auto"				
62	Owned "Autos" Only	Only the "autos" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.			
63	Owned Private Passenger Type "Autos" Only	Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" that you acquire ownership of after the policy begins.			
64 Owned Commercial "Autos" Only		Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.			
65 Owned "Autos" Subject To No-fault  66 Owned "Autos" Subject To A Compulsory Uninsured Motorists Law		Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the no-fault law in the state where they are licensed or principally garaged.			
		Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.			
67	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).			
68 Hired "Autos" On Only "pri		Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.			
69	"Trailers" In Your Posses- sion Under A Written Trailer Or Equipment Interchange Agreement	Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.			

Symbol		Description Of Covered Auto Designation Symbols
70	Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement	Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol <b>70</b> is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.
71	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
79	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

## B. Owned Autos You Acquire After The Policy Begins

- If Symbols 61, 62, 63, 64, 65, 66 or 79 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 67 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. "Mobile equipment" while being carried or towed by a covered "auto".

- **3.** Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - **b.** Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

#### SECTION II – LIABILITY COVERAGE

#### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We will have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner, or any "employee", agent or driver of the owner, or anyone else from whom you hire or borrow a covered "auto".
  - (2) Your "employee" or agent if the covered "auto" is owned by that "employee" or agent or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered "auto" or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected, is being used exclusively in your business.

- d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased "auto" is used in your business as a "motor carrier" for hire.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- (1) Any "motor carrier" for hire or his or her agents or "employees", other than you and your "employees":
  - (a) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
  - (b) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in his or her business.

However, Paragraph (1) above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.

- (2) Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" or a "covered pollution cost or expense" occurs while the "trailer" is detached from a covered "auto" you are using and:
  - (a) Is being transported by the carrier; or
  - **(b)** Is being loaded on or unloaded from any unit of transportation by the carrier.

#### 2. Coverage Extensions

#### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of "loss" because of these extensions.

#### **B. Exclusions**

This insurance does not apply to any of the following:

#### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

#### 2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- **b.** That the "insured" would have in the absence of the contract or agreement.

#### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

# 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

But 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". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

**b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

## 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of "your work" after that work has been completed or abandoned.

In the exclusion, your work means:

- **a.** Work or operations performed by you or on your behalf; and
- **b.** Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- **a.** That are, or that are contained in any property that is:
  - Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

## SECTION III – TRAILER INTERCHANGE COVERAGE

#### A. Coverage

 We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

#### a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

#### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- **(4)** Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

#### c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.
- 2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

#### 3. Coverage Extensions

The following apply as **Supplementary Payments.** We will pay for you:

a. All expenses we incur.

- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### **B. Exclusions**

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

#### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for loss of use.

#### 3. Other Exclusions

We will not pay for "loss" due and confined to:

- Wear and tear, freezing, mechanical or electrical breakdown.
- **b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

#### C. Limit Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

- 1. The actual cash value of the damaged or stolen property at the time of the "loss".
- The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- The Limit of Insurance shown in the Declarations.

#### D. Deductible

For each covered "trailer", our obligation to pay:

- The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Declarations.
- 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Declarations.
- 3. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance shown in the Declarations.

#### SECTION IV - PHYSICAL DAMAGE COVERAGE

#### A. Coverage

**1.** We will pay for "loss" to a covered "auto" or its equipment under:

#### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

#### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### 2. Towing - Private Passenger Type Autos

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

#### Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extension

#### a. Transportation Expenses

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### **B. Exclusions**

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

#### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any of the following:
  - a. Any covered "auto" while in anyone else's possession under a written "trailer" interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
  - b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
  - c. Tapes, records, discs or similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- d. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speedmeasurement equipment.
- **e.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- f. Any accessories used with the electronic equipment described in Paragraph e. above.
- 3. Exclusions 2.e. and 2.f. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto";
  - b. Removable from a housing unit which is permanently installed in or upon the covered "auto":
  - **c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
  - **d.** Necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.
- **4.** We will not pay for "loss" due and confined to:
  - Wear and tear, freezing, mechanical or electrical breakdown.
  - **b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to "loss" resulting from the total theft of a covered "auto".

We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limits Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - The actual cash value of the damaged or stolen property as of the time of "loss"; or
  - **b.** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

#### SECTION V - MOTOR CARRIER CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

#### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

## 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred:
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- **c.** If there is a "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- **a.** There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

# 4. Loss Payment – Physical Damage Coverages

At our option we may:

- **a.** Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

## 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

#### **B.** General Conditions

#### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this coverage form.

#### 2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This coverage form;
- **b.** The covered "auto";
- c. Your interest in the covered "auto"; or
- **d.** A claim under this coverage form.

#### 3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

## 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

## 5. Other Insurance – Primary And Excess Insurance Provisions

- **a.** While any covered "auto" is hired or borrowed from you by another "motor carrier", this coverage form's liability coverage is:
  - (1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.
  - (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.
- **b.** While any covered "auto" is hired or borrowed by you from another "motor carrier" this coverage form's liability coverage is:
  - (1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.
  - (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.
- **c.** While a covered "auto" which is a "trailer" is connected to a power unit, this coverage form's Liability Coverage is:
  - (1) Provided on the same basis, either primary or excess, as the liability coverage provided for the power unit if the power unit is a covered "auto".
  - (2) Excess if the power unit is not a covered "auto".
- d. Any Trailer Interchange Coverage provided by this coverage form is primary for any covered "auto".

- e. Except as provided in Paragraphs a., b., c. and d. above, this coverage form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".
- h. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- **a.** During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;

- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
  - (a) A covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

# 8. Two Or More Coverage Forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

#### **SECTION VI – DEFINITIONS**

- **A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  - A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants": or
  - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto":
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- **c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- **(b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- **E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- **F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- **H.** "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - **4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any other contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" unless the covered "auto" is used in your business as a "motor carrier" for hire as in Section II, Paragraph A.1.d. of the Who Is An Insured provision.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads:
  - **2.** Vehicles maintained for use solely on or next to premises you own or rent;
  - **3.** Vehicles that travel on crawler treads:
  - **4.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - **b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;

- 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - **b.** Cherry pickers and similar devices used to raise or lower workers; or
- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal:
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - **b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - **c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- **L.** "Motor carrier" means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.
- M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- N. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
- "Property damage" means damage to or loss of use of tangible property.
- P. "Suit" means a civil proceeding in which:
  - **1.** Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- Q. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- R. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

Named Insured:

**Endorsement Effective Date:** 

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## REINSTATEMENT OF INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE						
Coverage (Check all that apply.)	All Covered "Autos"	All Covered "Autos" You Own	Covered "Autos" Listed Below			
Liability						
Auto Medical Payments						
Uninsured Motorists						
Underinsured Motorists						
(Indicate only when coverage is not included in Uninsured Motorists Coverage.)						
Collision						
Other Coverage:						
Other Coverage:						
Covered Autos:						
Information required to complete this Schedule,	if not shown above,	will be shown in the De	clarations.			

The coverages and "autos" indicated in the Schedule of this endorsement which you have previously suspended are reinstated as of the effective date of this endorsement.

POLICY NUMBER: COMMERCIAL AUTO
CA 02 40 03 10

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SUSPENSION OF INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE					
<b>Coverage</b> (Check all that apply.)	All Covered "Autos"	All Covered "Autos" You Own	Covered "Autos" Listed Below		
Liability					
Auto Medical Payments					
Uninsured Motorists					
Underinsured Motorists					
(Indicate only when coverage is not included in Uninsured Motorists Coverage.)					
Collision					
Other Coverage:					
Other Coverage:					
Covered Autos:					
Information required to complete this Schedule.	, if not shown above	, will be shown in the De	clarations.		

Schedule.

Named Insured:

**Endorsement Effective Date:** 

Reinstatement Effective Date (optional):

**A.** Except for maintaining or testing covered "autos"

on your property, the coverages and "autos" indi-

cated in this endorsement are suspended as of

the Endorsement Effective Date indicated in the

premium.

B. If you suspended coverage for at least 30 con-

secutive days, you will be entitled to a refund of

C. The coverages indicated in the Schedule will remain suspended until the Reinstatement Effective Date if provided in the Schedule, or if no date is provided, the end of the policy period.

## DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

#### SCHEDULE

Liability Coverage is subject to one of the following two deductibles shown below:

Liability Deductible:	\$	Per "Accident"
	OR	
"Property Damage" Only Liability Deductible:	\$	Per "Accident"
Information required to complete this Schedule, if no	ot shown abov	re, will be shown in the Declarations.

#### Liability Coverage is changed as follows:

#### A. Liability Coverage Deductible

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable under Liability Coverage will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

#### B. Property Damage Only Liability Coverage Deductible

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable under Liability Coverage for "property damage" will be reduced by the "Property Damage" Only Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

#### C. Our Right To Reimbursement

To settle any claim or "suit" we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

# 100 DOLLAR DEDUCTIBLE FOR COMPLETED OPERATIONS DOES NOT APPLY

This endorsement modifies insurance provided under the following:

#### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE DEDUCTIBLE is changed as follows:

The \$100 deductible for "property damage" to "autos" that results from work completed by or for you as part of your "garage operations" does not apply.

# EXCLUSION OF FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following are not "insureds" under **Section II – Liability Coverage:** 

- **A.** The United States of America or any of its agencies.
- **B.** Any United States Government "employee", including you, for "bodily injury" or "property damage" resulting from the operation of an "auto", if:
  - 1. The "bodily injury" or "property damage" results while the "employee" is acting as an "employee"; and
- The Federal Tort Claims Act requires the U.S. Attorney General to defend the "employee" in any civil action or proceeding that may be brought for the "bodily injury" or "property damage".

Named Insured:

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

E	Endorsement Effective Date:
	SCHEDULE
^	Name(s) Of Person(s) Or Organization(s):
lı	nformation required to complete this Schedule, if not shown above, will be shown in the Declarations.

The *Transfer Of Rights Of Recovery Against Others To Us* Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

### GOLF CARTS AND LOW-SPEED VEHICLES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:		
Endorsement Effective Date:		

#### **SCHEDULE**

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
Liability		\$ Each "Accident"	\$
Auto Medical Payments		\$ Each Person	\$
Personal Injury Protection Or Equivalent No-fault Coverage		Separately Stated In Each P.I.P. Endorsement	\$
<b>Uninsured Motorists</b>		\$ Each "Accident"	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$ Each "Accident"	\$

Vehicle No.	Description Of Vehicles That Are Covered "Autos"					
Information requ	ired to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos" in the Schedule.
- **B.** The vehicles described in the Schedule will be considered covered "autos".

# AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE – FIRE, POLICE AND EMERGENCY VEHICLES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Physical Damage Coverage is changed as follows:

- A. The exclusion relating to Audio, Visual and Data Electronic Equipment in Paragraphs B.4.c. and B.4.d. of the Business Auto and B.2.c. and B.2.d. of the Business Auto Physical Damage Coverage Forms does not apply to any equipment that is installed in or upon a covered "auto" which is:
  - 1. Owned by a police or fire department;

- **2.** Equipped as an emergency vehicle and owned by a political body or any of its agencies; or
- **3.** Equipped as an emergency vehicle and owned by a volunteer fire department, volunteer rescue squad or volunteer ambulance corps.
- B. For covered "autos" described above, the Limit Of Insurance provision in Paragraph C.2. does not apply.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. DRIVE-AWAY CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

#### **SCHEDULE**

Description of Registration Plates					
Coverages	Limit	Rating Bases	Premium		
Liability	\$	Number Of Plates:	\$		
Comprehensive		Estimated Annual Gross Receipts:	\$		
Collision	Stated In Item Four		\$		
Specified Causes Of Loss	Of The Declarations		\$		
Total Premium \$					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- **A.** This endorsement provides only those coverages where a premium is shown in the Schedule.
- **B.** Any "auto" you don't own while driven with the plates described in the Schedule is a covered "auto", but only while the "auto" is driven by or for you from its distribution point to its destination.

## **DRIVING SCHOOLS – NON-OWNED AUTOS**

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

#### **SCHEDULE**

Number Of Driving Instructors	Number Of Owned Autos Used For Driver Training	Coverages	Premiums
		Liability	\$
		<b>Auto Medical Payments</b>	\$
Total Premium: \$		\$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

- **A.** This endorsement provides only those coverages where a premium is shown in the Schedule.
- **B.** Any "auto" you don't own while used for driver training is a covered "auto".
- C. For these covered "autos", Who Is An Insured is changed to include only:
  - **1.** You.
  - 2. Any driving instructors.
  - **3.** Any student driver while being instructed by you or an instructor.

# EMERGENCY SERVICES – VOLUNTEER FIREFIGHTERS' AND WORKERS' INJURIES LIMITED EXCLUSION

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

#### **SCHEDULE**

#### Premium: \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Liability Coverage is changed by adding the following:

- 1. This insurance does not apply to "bodily injury" to any volunteer firefighter or other volunteer worker of the "insured" if sustained while such person is engaged in volunteer firefighting, rescue squad or ambulance corps operations.
- 2. The exclusion in Paragraph 1. does not apply to "bodily injury" to any fellow volunteer firefighter or other volunteer worker of the "insured" if sustained in the course of volunteer firefighting, rescue squad or ambulance corps operations.

# LEASING OR RENTAL CONCERNS – CONTINGENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)
SCHE	DUI E

#### **SCHEDULE**

Limit of Insurance		\$
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Liability Coverage and any required no-fault insurance provided by the policy for a covered "auto" that is a "leased auto" applies subject to the following provisions:
  - 1. a. The lessee or rentee has furnished you with a certificate of insurance, a copy of the policy or a copy of the endorsement making you an additional insured on the lessee's or rentee's policy as required by the leasing or rental agreement; and
    - **b.** At the time of an "accident" the insurance required by the leasing agreement is not collectible.
  - 2. For you, your "employees" or agents, the Limit of Insurance provided by this endorsement is the lesser of:
    - **a.** The limits of liability required by the leasing agreement; or
    - **b.** The amount shown in the Schedule.

- 3. For the lessee or rentee, any "employee" or agent of the lessee or rentee or any person, except you or your "employees" or agents, operating the "leased auto" with the permission of any of these, the Limit of Insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law.
- 4. The insurance provided by this endorsement is excess over any other collectible insurance, whether primary, excess or contingent, unless such insurance is specifically written to apply in excess of this policy.
- **B.** If the lessee's or rentee's policy is cancelled, the insurance provided by this endorsement ends the earlier of the following dates:
  - 1. The date you regain custody of the "leased auto": or
  - **2.** 30 days after the effective date of cancellation.

#### C. Additional Definition

The following is added to the **Definitions** Section:

"Leased auto" means an "auto" you lease or rent to a lessee or rentee, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a lease or rental agreement that requires the lessee or rentee to provide primary insurance for you.

# LEASING OR RENTAL CONCERNS – CONVERSION, EMBEZZLEMENT OR SECRETION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective		
Named Insured	Countersigned By	
SCH	(Authorized F	Representative)
Designation of Covered "Autos" to which the insurance afforded by this endorsement applies:		Premium
All covered "autos" □		\$
Covered "autos" described or designated below		\$

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

PHYSICAL DAMAGE COVERAGE is changed as follows:

**A.** The following exclusion is added:

This insurance does not apply:

Under the Comprehensive and Specified Causes of Loss Coverages, to "loss" due to theft, conversion, embezzlement or secretion by any person in possession of a covered "auto" either:

- Under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance; or
- 2. As a rentee or lessee of such covered "auto".

- But this exclusion does not apply to covered "autos" designated in the Schedule for which an additional premium is shown.
- B. For covered "autos" designated in the Schedule, we will pay under the Comprehensive and Specified Causes of Loss Coverages, for "loss" to the covered "autos" due to theft, conversion, embezzlement or secretion by any rentee or lessee, subject to the following provisions:
  - The most we will pay for "loss" to any one covered "auto" is 75% of the actual cash value of such covered "auto", at the time of the "loss", reduced by the amount of any deposit secured by you from the rentee or lessee.

- 2. If there is a "loss" or if you learn of any act which may result in a "loss", you must do the following:
  - **a.** Promptly notify the police and as soon as practicable notify us or our agent.
  - **b.** Cooperate with any public prosecutor if requested by him or her, in prosecuting any person whose acts result in the "loss".
- c. Submit a proof of "loss" if required by us.
- d. Make every reasonable effort to locate the covered "auto". If you locate the covered "auto", take possession of it, using legal proceedings if required by us. We will reimburse you for reasonable expenses incurred at our request, or with our consent, in locating and recovering the covered "auto".

# LEASING OR RENTAL CONCERNS – EXCLUSION OF CERTAIN LEASED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. Liability Coverage and any required no-fault insurance provided by the policy for a covered "auto" which is a "leased auto" does not apply with respect to "bodily injury" or "property damage" resulting from the acts or omissions by:
  - 1. The lessee or rentee;
  - Any of the lessee's or rentee's "employees" or agents; or
  - Any person except you or your "employees" or agents operating a "leased auto" with the permission of any of the above.

However, with respect to any "leased auto", if the lessee's or rentee's policy is cancelled, this exclusion will no longer apply to you or your "employees" or agents 30 days after the date of such cancellation.

#### **B.** Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" you lease or rent to a lessee or rentee, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a lease or rental agreement that requires the lessee or rentee to provide primary insurance for you.

## LEASING OR RENTAL CONCERNS RENT-IT-THERE/LEAVE-IT-HERE AUTOS

This endorsement modifies insurance provided untilerfollowing:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsempthe provisions of the Coverage Form apply uslessodified by the endorsement.

A. Liability Coverage is changed by adding the following exclusion:

This insurance does not apply to:

The owner or rentee of a "rent-it-there/leave-it-here auto" not owned by you.

B. Additional Definition

As used in this endorsement:

"Rent-it-there/leave-it-here auto" means an "auto" a rentee rents from someone other than you and leaves with you.

# LEASING OR RENTAL CONCERNS SCHEDULE OF LIMITS FOR OWNED AUTOS

This endorsement modifies insurance provided untitlerfollowing:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsementhe provisions of the Coverage Form apply uslessodified by the endorsement.

This endorsement changes the policy effective on inhoception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	
	(Authorized Representative

#### **SCHEDULE**

Named Insured	
Designation of "Autos"	
"Autos" leased or rented under a lease or rental engment that requires the lessee or rentee to provide direct pariy insurance	Limit of Insurance Per "Accident"
Private Passenger "Autos"	\$
Commercial "Autos"	\$
Other	\$
"Autos" leased or rented under a lease or rentalegment that does not require the lessee or rentee to provideed primary insurance	Limit of Insurance Per "Accident"
Private Passenger "Autos"	\$
Commercial "Autos"	\$
Other	\$
"Autos" owned by you and not subject to a leasingental agreement	\$

(If no entry appears above, information required tomplete this endorsement will be shown in the **Des**tions as applicable to this endorsement.)

# LEASING OR RENTAL CONCERNS – SECOND LEVEL COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	
	(Authorized Representative)

#### **SCHEDULE**

Limit Of Insurance	
\$	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The limit of insurance shown in the Schedule replaces the limit of insurance shown elsewhere in the policy or in any lease or rental agreement that requires a lessee or rentee to provide primary insurance for you, subject to the following provisions:

- 1. For the difference between the limit of insurance shown in the Schedule and the limit of insurance shown in any lease or rental agreement that requires a lessee or rentee to provide primary insurance for you, Who Is An Insured applies except that none of the following is an "insured":
  - a. The lessee or rentee;
  - **b.** Any "employee" or agent of the lessee or rentee; and

- **c.** Any person operating an "auto" with the permission of any of the above.
- 2. For the difference between the limit of insurance shown in the Schedule and the limit of insurance shown elsewhere in the policy, Who Is An Insured applies except that none of the following is an "insured":
  - **a.** Any lessee or rentee not described in Paragraph **1.** above;
  - b. Any "employee" or agent of the lessee or rentee; and
  - **c.** Any person operating an "auto" with the permission of any of the above.

## PROFESSIONAL SERVICES NOT COVERED

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE is changed by adding the following exclusions:

This insurance does not apply to:

- 1. "Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.
- 2. "Bodily injury" resulting from food or drink furnished with these services.
- 3. "Bodily injury" or "property damage" resulting from the handling of corpses.

# **REPOSSESSED AUTOS**

This endorsement modifies insurance provided under the following:

# **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

## **SCHEDULE**

Covered Autos Liability Coverage		
	Limit	Premium
\$		\$
	Minimum Premium	\$

	Physical Damage Coverage	
<b>Location Number</b>	r: 1	
Coverages	Limit Of Insurance For Each Location	Premium
Comprehensive	\$ Limit Of Insurance	<b></b> \$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft C Mischief Or Vandalism	Or
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Eac Covered Auto	h
	\$ Maximum Deductible For All Los In Any One Event	s
Specified	\$ Limit Of Insurance	\$
Causes Of Loss	\$ Deductible For Each Covered Auto For Loss Caused By Theft C Mischief Or Vandalism	Or
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Eac Covered Auto	h
	\$ Maximum Deductible For All Los In Any One Event	S
Fire	\$	\$
Fire And Theft	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft	
	\$ Maximum Deductible For All The Loss In Any One Event	ft
Limited	\$ Limit Of Insurance	\$
Specified Causes Of Loss	\$ Deductible For Each Covered Auto For Loss Caused By Theft	
	\$ Maximum Deductible For All The Loss In Any One Event	ft

Location Number	r: 2		
Coverages		Limit Of Insurance For Each Location	Premium
Comprehensive	\$	Limit Of Insurance	\$
	\$	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Covered Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Specified	\$	Limit Of Insurance	\$
Causes Of Loss	\$	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Covered Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Fire	\$		\$
Fire And Theft	\$	Limit Of Insurance	\$
	\$	Deductible For Each Covered Auto For Loss Caused By Theft	
	\$	Maximum Deductible For All Theft Loss In Any One Event	
Limited	\$	Limit Of Insurance	\$
Specified Causes	\$	Deductible For Each Covered Auto For Loss Caused By Theft	
Of Loss	\$	Maximum Deductible For All Theft Loss In Any One Event	

All	Collision	\$ Limit Of Insurance	\$
Locations		\$ Deductible For Each Covered Auto	
		Total Premium	\$

Location Number	Address (State your main business location as location Number 1.)	
1		
2		

Premium Basis – Reporting (Quarterly or Monthly) Or Nonreporting (Indicate below with an "X" which Reporting Basis is selected.)
Reporting Basis (Quarterly or Monthly as indicated below)
You must report to us on our form the location of the "autos" you repossess and their total value at each such location. For your main location identified as Location Number 1, you must include the total value of all "autos" you repossess and "autos" you repossess that are temporarily stored at locations other than those stated in the Schedule.
Your reporting basis is:
Quarterly
You must give us your first report by the 15th of the fourth month after the policy begins. Your subsequent reports must be given to us by the 15th of every third month. Your reports contain the value for the last business day of every third month coming within the policy period.
Monthly
You must give us your reports by the 15th of every month. Your reports will contain the total values you had on the last business day of the preceding month.
Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year, we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums will be credited against the final premium due.
Nonreporting Basis
Stated Limit Of Insurance shown in the Schedule applies.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- **A.** This endorsement provides only those coverages where a premium or Limit of Insurance is shown.
- B. The Covered Autos Liability and Physical Damage Coverage sections are amended as follows:
  - **1.** Any "auto" you repossess is a covered "auto", but only while:
    - a. Being repossessed by you;
    - **b.** Held by you at locations listed in the Schedule for sale after repossession; or
    - **c.** Pending delivery after sale.

- 2. The following exclusion is added:
  - This insurance does not apply to:
  - Any "auto" while used for other business or personal purposes.
- **C.** The Who Is An Insured provision under Covered Autos Liability Coverage does not include anyone from whom an "auto" has been repossessed.

- D. The following is added to the Limit Of Insurance provision of the Physical Damage Coverage section:
  - 1. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Schedule for that location.

# 2. Quarterly Or Monthly Reporting Premium Basis

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the total actual value at the "loss" location on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit Of Insurance shown in the Schedule for the applicable location.

# 3. Nonreporting Premium Basis

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit Of Insurance shown in the Schedule, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the Limit of Insurance by the total actual value at the "loss" location at the time the "loss" occurred.

# **SNOWMOBILES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

# **SCHEDULE**

Coverages	Vehicle No.	Limit Of Insurance	Premium
Liability		\$ Each "Accident"	\$
<b>Medical Payments</b>		\$ Each Person	\$
<b>Uninsured Motorists</b>		\$ Each "Accident"	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$ Each "Accident"	\$
Other (Nonphysical Damage) Coverage:		\$	\$
		Total Premium	\$

Indicate below with an "X" which, if any, exclusion is deleted.	
	Exclusion 1
	Exclusion 2
	Exclusion 3

Vehicle No.	Description Of "Snowmobiles" Which Are Covered "Autos"
Information re	quired to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. This endorsement provides only those coverages where a premium is shown in the Schedule or in the Declarations. Each of these coverages applies only to the "snowmobiles" shown as covered "autos".
- **B.** The following exclusions are added:

For the vehicles shown in the Schedule, this insurance does not apply to:

- 1. The covered "auto" while rented or leased to others by you.
- "Bodily injury", under Liability Coverage, to anyone "occupying" or towed by the covered "auto".
- **3.** "Loss", under Physical Damage Coverage, to the covered "auto" resulting from breaking through ice.
- C. Exclusion 1., 2. or 3. above may be deleted by indicating with an "X" in the above Schedule. Refer to the Schedule or to the Declarations.

D. The premium stated in the Schedule or in the Declarations applies for the period of coverage and will not be refunded if you cancel this insurance.

# E. Additional Definitions

As used in this endorsement:

"Occupying" means in, upon, getting in, on, out or off.

"Snowmobile" means a land motor vehicle which is:

- Designed for use on ice and snow, and mainly off public roads; and
- **2.** Propelled only by mechanical means other than airplane-type propellers or fans.

"Snowmobile" also includes a trailer designed to be towed by a vehicle described above.

# REGISTRATION PLATES NOT ISSUED FOR A SPECIFIC AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

#### **SCHEDULE**

Coverages	Description Of Plates	Limit Of Insurance	Premium
Liability			
Personal Injury Protection			
"Auto" Medical Payments			
Uninsured Motorists			
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage.)			
		Total Premium	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- **A.** This endorsement provides only those coverages where a premium is shown in the Schedule.
- **B.** Any "auto" while used with plates described in the Schedule is a covered "auto".

# EMERGENCY SERVICES – VOLUNTEER FIREFIGHTERS' AND WORKERS' INJURIES EXCLUDED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Liability Coverage** is changed by adding the following exclusions:

This insurance does not apply to:

- "Bodily injury" to any volunteer firefighter or other volunteer worker of the "insured" if sustained while such person is engaged in volunteer firefighting, rescue squad or ambulance corps operations.
- 2. "Bodily injury" to any fellow volunteer firefighter or other volunteer worker of the "insured" if sustained in the course of volunteer firefighting, rescue squad or ambulance corps operations.

# AUTOS LEASED, HIRED, RENTED OR BORROWED WITH DRIVERS – PHYSICAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
TRUCKERS ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:		
Endorsement Effective Date:		

# **SCHEDULE**

Only those "auto below:	s" that are lea	sed, hired, rented or borrowed wit	th drivers that are descril	bed or designated
		Physical Damage Co	verage	
Coverages Comprehen- sive	Designated Or Covered "Auto" Vehicle Number	Limit Of Insurance  Least Of Actual Cash Value, Cost Of Repair, Or Limit Of Insurance  \$  Deductible For Each Covered Auto, But No Deductible Applies To Loss	Estimated Annual Cost Of Hire	Premium \$
		Caused By Fire Or Lightning \$		

Specified Causes Of Loss	Least Of Actual Cash Value, Cost Of Repair, Or Limit Of Insurance \$  Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism \$	\$	\$			
Collision	Least Of Actual Cash Value, Cost Of Repair, Or Limit Of Insurance \$ Deductible For Each Covered Auto \$	\$	\$			
	Total Premium \$					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

Vehicle No.	No. Designated Or Description Of Vehicles That Are Covered "Autos"				
Information red	Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- **A.** This endorsement provides only those coverages where a premium is shown in the Schedule or in the Declarations.
- **B.** For Hired Auto Physical Damage Coverage, any "auto" that is leased, hired, rented or borrowed with a driver, and that is designated or described in the Schedule will be deemed a covered "auto" that you own and not a covered "auto" that you lease, hire, rent or borrow.
- **C.** Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto, Garage and Business Auto Physical Damage Coverage Forms is replaced by the following:

## 5. Other Insurance

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. D. Paragraph 5.d. of the Other Insurance – Primary And Excess Insurance Provisions Condition in the Truckers Coverage Form and Truckers Endorsement and Paragraph 5.f. of the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

# Other Insurance – Primary And Excess Insurance Provisions

For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own.

# ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

## GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

#### **SCHEDULE**

Name of Person or Organization:		

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Schedule as applicable to this endorsement.)

Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Declarations or Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

**a.** To any "accident" which takes place after the equipment lease expires.

- b. To "bodily injury", "property damage" or "covered pollution cost or expense" arising out of the sole negligence of the Person(s) or Organization(s) shown in the Declarations or Schedule.
- **c.** To "bodily injury", "property damage" or "covered pollution cost or expense" arising out of "work you performed" in connection with such leased equipment.

# ADDITIONAL INSURED – GARAGES – GRANTOR OF FRANCHISE

This endorsement modifies insurance provided under the following:

## GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception of the policy unless another date is indicated below.

Endorsement Effective:		Countersigned By:	
Named Insured:			
			(Authorized Representative)
	SCHE	DULE	
Name of Person(s) Or Organization(s):			

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) "Garage Operations – Other Than Covered "Autos", is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as a grantor of a franchise to the named "insured".

# COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
No good to come de	
Named Insured:	(Authorized Representative)

# **SCHEDULE**

Scheduled Railroad	Designated Job Site	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

# PHYSICAL DAMAGE COVERAGE – AUTOS HELD FOR SALE BY NON-DEALERS

This endorsement modifies insurance provided under the following:

## **BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

# **SCHEDULE**

	Туре	es Of Autos		Interests Covered			
Coverages	New Autos	Used Autos Demonstrators	Your Interest In Covered Autos You Own	Your Interest Only In Financed Covered Autos	Your Interest And The In- terest Of Any Creditor Named As A Loss Payee	All Interests In Any Auto Not Owned By You Or Any Creditor While In Your Possession On Consignment For Sale	
Comprehensive							
Specified Causes Of Loss							
Collision							

Location Number	Address Where You Conduct Operations (Main	Location)
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
Comprehensive	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	<b>,</b>
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified	\$ Limit Of Insurance	\$
Causes Of Loss	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	

Location Number	Address Where You Co	nduct Operations
Coverages	Limit Of Insurance And Deductib	ole Premium
Comprehensive	Limit Of Insurance  Deductible For Eac  Auto For Loss Cau  Or Mischief Or Var	ch Covered used By Theft
	Maximum Deducti Caused By Theft C Mischief Or Vanda One Event	Or
	OR	
	Limit Of Insurance Deductible For All Covered Auto	*
	Maximum Deducti In Any One Event	ble For All Loss
Specified Causes Of Loss	Limit Of Insurance  Deductible For Eac  Auto For Loss Cau  Or Mischief Or Var	ch Covered used By Theft
	Maximum Deducti Caused By Theft C Vandalism In Any	ble For Loss Or Mischief Or
	OR	
	Limit Of Insurance Deductible For All Covered Auto	
	Maximum Deducti In Any One Event	ble For All Loss

Location Number		Address Where You Conduct Operations	
Coverages		Limit Of Insurance And Deductible	Premium
Comprehensive	\$	Limit Of Insurance	\$
	\$	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Covered Auto	
	\$	Maximum Deductible For All Loss In Any One Event	

CA 20 78 03 10

Specified	\$ Limit Of Insurance	\$
Causes Of Loss	\$ Deductible For Each Covered	
	Auto For Loss Caused By Theft	
	Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss	
	Caused By Theft Or Mischief Or	
	Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each	]
	Covered Auto	
	\$ Maximum Deductible For All Loss	]
	In Any One Event	
Collision	\$ Limit Of Insurance	\$
(All Locations)	\$ Deductible For Each Covered Auto	

Total Premium For All Locations	\$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Ī	Our limit of insurance for "loss" at locations other than those stated above:		
	\$	Additional locations where you store covered "autos"	
	\$	In transit	

Loss Payee - Any loss is payable as interest may appear to you and:

With respect to "autos" held for sale by non-dealers:

- A. This endorsement provides only those coverages where a premium is shown in the Schedule. The provisions of the Physical Damage Coverage Section apply. Each of the physical damage coverages shown in the Schedule applies only to the types of "autos" and interests indicated above by "X".
- B. The following exclusions are added to Section IIIPhysical Damage Coverage:
  - 1. We will not pay for "loss" to a covered "auto" caused by or resulting from:
    - Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or
    - **b.** Your acquiring an "auto" from a seller who did not have legal title.

- 2. We will not pay for:
  - Your expected profit, including loss of market value or resale value.
  - b. "Loss" to any covered "auto" displayed or stored at any location not shown in the Schedule if the "loss" occurs more than 45 days after your use of the location begins.
  - c. Under Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
  - d. Under Specified Causes Of Loss Coverage, "loss" to any covered "auto" caused by or resulting from the collision or upset of any vehicle transporting it.

- C. The following is added to the Limit Of Insurance Provision of Section III Physical Damage Coverage:
  - 1. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Schedule for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in the Schedule for "loss" in transit.
  - 2. If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Schedule, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the limit by the total values you actually had when "loss" occurred.
- **D.** The following is added to the **Deductible** Provision of **Section III Physical Damage Coverage:**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit of Insurance shown in the Schedule, provided that:

- The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
  - a. Theft or mischief or vandalism; or

- **b.** All perils.
- 2. Regardless of the number of covered "autos" damaged or stolen, the per "loss" deductible for Comprehensive or Specified Causes Of Loss Coverage shown in the Schedule is the maximum deductible applicable for all "loss" in any one event caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils.

# OKLAHOMA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Oklahoma, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named	l Insured:
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**Endorsement Effective Date:** 

# **SCHEDULE**

Limit Of Insurance: \$ Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

# A. Coverage

- 1. We will pay, in accordance with Title 36, Oklahoma Statutes, all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph a. or b. below applies:
  - **a.** The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", and we:
  - (1) Have been given prompt written notice of such tentative settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

## B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- **1.** An individual, then the following are "insureds":
  - **a.** The Named Insured and any "family members".

- **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to:

- 1. "Bodily injury" sustained by:
  - a. Any person who is a "family member" while "occupying", or when struck by, any motor vehicle owned by that person which is not insured for Uninsured Motorists Coverage at the time of the "accident" and to whom no other Uninsured Motorists Coverage is available.
  - **b.** Any "insured" while "occupying" an "auto":
    - (1) Owned by; or
    - (2) Furnished or available for the regular use of the Named Insured or any person who is a "family member" if such "auto" is not insured under a motor vehicle insurance policy at the time of the "accident".
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **3.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- **4.** Punitive or exemplary damages.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

## D. Limit Of Insurance

- 1. Regardless of the number of "insureds", or claims made, the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our limit of insurance for any one "accident", if the "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to this maximum limit of liability for all damages:
  - a. The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident".
  - **b.** The individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".

- 2. If the "bodily injury" is sustained by any "insured", other than an individual Named Insured or any "family member", in an accident in which neither such Named Insured nor any "family member" sustained "bodily injury", the Limit Of Liability shown in the Schedule or Declarations for this coverage is our maximum limit of liability for all damages resulting from any such accident.
- 3. Any payment made by or on behalf of the owner or operator of a vehicle described in Paragraph F.3.b. of the definition of an "uninsured motor vehicle" shall not reduce or be a credit against our limit of insurance.
- 4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this policy.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

# E. Changes In Conditions

The **Conditions** of the policy are changed for Uninsured Motorists Coverage, as follows:

- The reference in Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved; and
  - **b.** Promptly send us copies of the legal papers if a suit is brought.
  - c. A person seeking uninsured motorists coverage must also notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "uninsured motor vehicle" and allow us 60 days to advance payment in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle". This notice must be sent by certified mail and must include:
    - (1) Written documentation of economic losses;
    - (2) Copies of all medical bills; and
    - (3) Written authorization or a court order allowing us to obtain reports from any employers and medical providers.
- 3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with regard to Uninsured Motorists Coverage if we:

- a. Have been given written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle"; and
- **b.** Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:

- a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- **b.** We also have the right to recover the advanced payment.
- Two Or More Coverage Forms Or Policies Issued By Us does not apply.
- **5.** The following condition is added:

#### Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that is recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply.
- **c.** Any decision agreed to by the arbitrators will not be binding.

d. If agreement by arbitration is not reached within three months from the date of demand, the "insured" may bring an action against anyone responsible for the use of a vehicle involved in the "accident".

# F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or "trailer" for which there is a liability bond or policy at the time of an accident, the liability limits of which are less than the amount of the claim of the person or persons making such claim, regardless of the amount of coverage of either of the parties in relation to each other;
- **c.** For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- **d.** That is a hit-and-run vehicle and neither the driver nor owner can be identified.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- **b.** Designed for use mainly off public roads while not on public roads.

# **EXPLOSIVES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

# **ROLLING STORES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE for a covered "auto" that is a rolling store is changed by adding the following exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

# WRONG DELIVERY OF LIQUID PRODUCTS

This endorsement modifies insurance under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair of replacement is required because of wrong delivery.

# TRUCKERS – EXCESS COVERAGE FOR THE NAMED INSURED AND NAMED LESSORS FOR LEASED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

## **SCHEDULE**

Name of Lessor:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- **A.** For a covered "auto" leased to you by the lessor named in the Schedule, LIABILITY COVERAGE is excess over any other collectible insurance while:
  - 1. The covered "auto" is leased to you in writing and in accordance with a written hold harmless agreement; and
- 2. The covered "auto" is used pursuant to operating rights granted to you by a public authority.
- **B.** If the Coverage Form is written on a gross receipts basis, the term "gross receipts" in the Declarations is changed to include 15% of the amount to which you are entitled for transporting property by the "auto" leased to you by the lessor.

# TRUCKERS – INSURANCE FOR NON-TRUCKING USE

This endorsement modifies insurance provided under the following:

## **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorizad Barrara tation)
	(Authorized Representative)

## **SCHEDULE**

**Description of Covered "Auto":** 

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Liability Coverage for a covered "auto" described in the Schedule is changed as follows:

- The following exclusions are added:
   This insurance does not apply to:
  - **a.** A covered "auto" while used to carry property in any business.
- **b.** A covered "auto" while used in the business of anyone to whom the "auto" is rented.
- **2.** Who Is An Insured does not include anyone engaged in the business of transporting property by "auto" for hire who is liable for your conduct.

# TRUCKERS - NAMED LESSEE AS INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

#### **SCHEDULE**

Name of Lessee: Address:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Lessee named in the Schedule is an "insured" for the use of a covered "auto" you own or hire, subject to the following provisions:

- Covered "auto" must be used pursuant to operating rights granted to the lessee by a public authority.
- 2. The covered "auto" must be leased in writing and in accordance with a written hold harmless agreement between you and the lessee.
- 3. The LIABILITY COVERAGE CONTRACTUAL Exclusion does not apply to the lease agreement between you and the lessee.

- **4.** LIABILITY COVERAGE is primary for the lessee.
- 5. If the Coverage Form is written on a gross receipts basis, the term "gross receipts" in the Declarations is changed to include the actual remuneration received from leasing the covered "autos" to the lessee.
- **6.** If we cancel the policy or reduce the LIABILITY COVERAGE LIMIT OF INSURANCE we will give the lessee 30 days advance notice.

# TRAILER INTERCHANGE FIRE AND FIRE AND THEFT COVERAGES

This endorsement modifies insurance provided under the following:

MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

#### **SCHEDULE**

Coverages	Limit Of Insurance And Deductible		Estimated Premium
Fire	Least Of Actual Cash Value, Cost Of Repair, Or		\$
	\$	Limit Of Insurance	
	\$	Deductible For Each Covered Trailer	
Fire And Theft	Least Of Actual Cash Value, Cost Of Repair, Or		\$
	\$	Limit Of Insurance	
	\$	Deductible For Each Covered Trailer	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

- **A.** This endorsement provides only the coverage for which a premium is shown in the Schedule.
- **B.** We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:
  - 1. Fire Coverage, caused by:
    - a. Fire, lightning or explosion; or
    - **b.** The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

- 2. Fire And Theft Coverage, caused by:
  - a. Fire, lightning or explosion;
  - **b.** Theft; or
  - **c.** The sinking, burning, collision or derailment of any conveyance transporting the "trailer".
- **3.** Trailer Interchange Coverage provisions apply to the coverage indicated in the Schedule.

# TRUCKERS – UNIFORM INTERMODAL INTERCHANGE ENDORSEMENT FORM UIIE – 1

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:		
Endorsement Effective Date:		
Countersignature Of Authorized Representative		
Name:		
Title:		
Signature:		
Date:		

It is agreed that such insurance as is afforded by the policy for Auto Bodily Injury and Property Damage Liability applies to liability assumed by the named insured, as "Motor Carrier Participant", under Section **F.4.** of the Uniform Intermodal Interchange and Facilities Access Agreement, and any subsequent amendments thereto:

# F.4. Indemnity

a. Subject to the exceptions set forth in Subsection (b) below, Motor Carrier agrees to defend, hold harmless, and fully indemnify the Indemnitees (without regard to whether the Indemnitees' liability is vicarious, implied by law, or as a result of the fault or negligence of the Indemnitees), against any and all claims, "suits", loss, damage or liability, for "bodily injury", death and/or "property damage", including reasonable attorney fees and costs incurred in the defense against a claim or "suit", or incurred because of the wrongful failure to defend against a claim or "suit", or in enforcing Section **F.4.** (collectively, the "Damages"), caused by or resulting from the Motor Carrier's: use or maintenance of the Equipment during an Interchange Period; and/or presence on the Facility Operator's premises.

## b. Exceptions

The foregoing indemnity provision shall not apply to the extent Damages: (i) occur during the presence of the Motor Carrier on the Facility Operator's premises and are caused by or result from the negligent or intentional acts or omissions of the Indemnitees, their agents, "employees", vendors or third party invitees (excluding Indemnitor); or (ii) are caused by or result from defects to the Equipment with respect to items other than those set forth in Exhibit A, unless such defects were caused by or resulted from the negligent or intentional acts or omissions of the Motor Carrier, its agents, "employees", vendors, or subcontractors during the Interchange Period.

Subject to the following provisions:

1. The limit of the company's liability under this policy for damages because of "bodily injury" and "property damage" arising out of the use, operation, maintenance or possession of interchange equipment shall be the applicable amount stated below and designated by an "x" unless a greater amount is otherwise stated in the policy as applicable to such "bodily injury" or "property damage".

Single Limit "Bodily Injury" And "Property Damage" (Or the Equivalent)		
\$ Fach	"Accident"	

## 2. The company shall:

- a. Upon issuance of this endorsement, furnish to the President, The Intermodal Association of North America, 11785 Beltsville Drive, 11th Flr., Beltsville, MD 20705, a properly executed Certificate of Insurance which carries the notation that the company has issued to the named insured Motor Carrier a policy of liability insurance; and
- b. Upon cancellation or termination of the policy of which this endorsement forms a part, furnish a notice of such cancellation or termination NOT LESS THAN 30 DAYS prior to the effective date of such cancellation or termination, such notice to be mailed to said President at the above address.

# TRUCKERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

# **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

١	Named Insured:
E	Endorsement Effective Date:

## **SCHEDULE**

For those covered "autos" used in your operations as a "trucker", the liability "cost of hire" provisions in the Declarations are replaced by the following:

# Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums - Liability Coverage

Liability Coverage – Rating Basis, Cost Of Hire – Autos Used In Your Trucking Operations		
Estimated Cost Of Hire	Rate Per Each \$100 Cost Of Hire	Total Estimated Premium
\$	\$	\$

"Cost of hire" means the total cost you incur for the hire of "autos" you don't own (not including "private passenger type autos" you borrow or rent from members of your household, your partners, "employees" or agents or members of their households).

The following provisions apply to those covered "autos" used in your operations as a "trucker" if gross receipts is used as a premium basis:

Schedule For Gross Recei	ots Rating Basis – Liability Coverage	
Estimated Yearly Gross Receipts:		
Rates (Per \$100 Of Gross Receipts)		
Liability Coverage	\$	
Auto Medical Payments	\$	
Premiums		
Liability Coverage	\$	
Auto Medical Payments	\$	
Total Premiums	\$	
Minimum Premiums	\$	

When used as a premium basis:

Gross receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originates the shipment or transportation. Gross receipts includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker" and 15% of the total amount received from renting any equipment to any "trucker". Gross receipts does not include:

 Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.

- 2. Advertising revenue.
- **3.** Taxes which you collect as a separate item and remit directly to a governmental division.
- **4.** C.O.D. collections for cost of mail or merchandise including collection fees.
- 5. Warehouse storage fees.

Schedule Of Trailer Interchange Coverage			
Coverages	Limit Of Insurance And Deductible	Estimated Premium	
Comprehensive	Least Of Actual Cash Value, Cost Of Repair Or	\$	
	\$ Limit Of Insurance		
	\$ Deductible For Each Trailer		
Specified	Least Of Actual Cash Value, Cost Of Repair Or	\$	
Causes Of Loss	\$ Limit Of Insurance		
	\$ Deductible For Each Trailer		
Collision	Least Of Actual Cash Value, Cost Of Repair Or	\$	
	\$ Limit Of Insurance		
	\$ Deductible For Each Trailer		
	Total Premium	\$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

# **Physical Damage Coverage**

The Physical Damage Coverage Exclusion in Paragraph C. of this endorsement is removed for each of the following coverages indicated by an "X" in the box.

Comprehensive
Specified Causes Of Loss
Collision

For any operations you engage in as a "trucker", the policy is changed as follows:

A. Who Is An Insured under Liability Coverage is replaced by the following:

## 1. Who Is An Insured

- **a.** You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type auto".
  - (2) Your "employee" or agent if the covered "auto" is a "private passenger type auto" and is owned by that "employee" or agent or a member of his or her household.
  - (3) Someone using a covered "auto" while they are working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), or members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership) or member (if you are a limited liability company) for a covered "private passenger type auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:
  - (1) Is being used exclusively in your business as a "trucker"; and
  - (2) Is being used pursuant to operating rights granted to you by a public authority.

- d. The owner or anyone else from whom you hire or borrow a covered "auto" that is not a "trailer" while the covered "auto":
  - (1) Is being used exclusively in your business as a "trucker"; and
  - (2) Is being used pursuant to operating rights granted to you by a public author-
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- a. Any "trucker", or his or her agents or "employees", other than you and your "employees":
  - (1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
  - (2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the "trucker's" business and pursuant to operating rights granted to the "trucker" by a public authority.
- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:
  - (1) Is being transported by the carrier; or
  - (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

# **B.** The following **Trailer Interchange Coverage** Provisions are added:

# 1. Coverage

- a. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment. The "trailer" must be in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailer" while in your possession.
- **b.** We will pay for "loss" to the "trailer" under:

## (1) Comprehensive Coverage

From any cause except:

- (a) The "trailer's" collision with another object; or
- (b) The "trailer's" overturn.

# (2) Specified Causes Of Loss Coverage

Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft;
- (c) Windstorm, hail or earthquake;
- (d) Flood;
- (e) Mischief or vandalism; or
- **(f)** The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

## (3) Collision Coverage

Caused by:

- (a) The "trailer's" collision with another object; or
- (b) The "trailer's" overturn.
- c. We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this coverage form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

#### d. Coverage Extensions

The following applies as Supplementary Payments. We will pay for you:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.

- (3) All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (4) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (5) All interest on the full amount of any judgment that accrues after entry of the judgment, but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### 2. Exclusions

a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

# (1) Nuclear Hazard

- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation, or radioactive contamination, however caused.

## (2) War Or Military Action

- (a) War, including undeclared or civil
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- **(c)** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- **b.** We will not pay for loss of use.

## c. Other Exclusions

We will not pay for "loss" due and confined to:

- Wear and tear, freezing, mechanical or electrical breakdown.
- (2) Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

### 3. Limit Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

- a. The actual cash value of the damaged or stolen property at the time of the "loss".
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- c. The Limit of Insurance shown in the Schedule.

### 4. Deductible

For each covered "trailer", our obligation to pay:

- a. The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Schedule:
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or
- c. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit of Insurance shown in the Schedule.
- C. Physical Damage Coverage is changed by adding the following exclusion:

We will not pay for "loss" to:

Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.

# **D.** The **Other Insurance** Condition is replaced by the following:

## 5. Other Insurance – Primary And Excess Insurance Provisions

- a. This coverage form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This coverage form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this coverage form's Liability Coverage is:
  - (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".
  - (2) Excess if the power unit is not a covered "auto".
- **b.** Any Trailer Interchange Coverage provided by this coverage form is primary for any covered "auto".
- c. Except as provided in Paragraphs a. and b. above, this coverage form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- d. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- e. Regardless of the provisions of Paragraphs a., b. and c. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

f. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

#### E. Additional Definitions

As used in this endorsement:

 "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

- 2. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
- **3.** "Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.

# EXCLUSION OF TERRORISM ABOVE MINIMUM STATUTORY LIMITS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- **A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:
  - **1.** "Terrorism" means activities against persons, organizations or property of any nature:
    - **a.** That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act; or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    - **b.** When one or both of the following applies:
      - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- 2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.
- B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded, regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

 The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- **3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- **6.** Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - **b.** Protracted and obvious physical disfigurement; or
  - **c.** Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

However, with respect to Liability and Personal Injury Protection Coverage, if applicable, this Exclusion applies only to the extent that the limit of such coverage exceeds the state compulsory or financial responsibility law minimum limits for each coverage.

With respect to Uninsured and/or Underinsured Motorists Coverage, if applicable, this Exclusion applies only to the extent that the limit of such coverage exceeds the minimum statutory permitted limits for Uninsured and/or Underinsured Motorists Coverage. Those limits are equal to the minimum limit permitted for Liability Coverage.

C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

### **EXCLUSION OF TERRORISM**

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination: or
- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material: or
- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials: or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this Exclusion, Paragraph **C.5**. describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the Exclusion in Paragraphs B. or C., coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

### EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM ABOVE MINIMUM STATUTORY LIMITS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- **A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:
  - **1.** "Terrorism" means activities against persons, organizations or property of any nature:
    - **a.** That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act; or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    - **b.** When one or both of the following applies:
      - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- 2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.
- **B.** The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

 The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- **3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- **4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

However, with respect to Liability and Personal Injury Protection Coverage, if applicable, this Exclusion applies only to the extent that the limit of such coverage exceeds the state compulsory or financial responsibility law minimum limits for each coverage.

- With respect to Uninsured and/or Underinsured Motorists Coverage, if applicable, this Exclusion applies only to the extent that the limit of such coverage exceeds the minimum statutory permitted limits for Uninsured and/or Underinsured Motorists Coverage. Those limits are equal to the minimum limit permitted for Liability Coverage.
- C. In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

### **AMPHIBIOUS VEHICLES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- **A.** This insurance does not apply to "loss":
  - **1.** To any type of amphibious vehicle (whether or not self-propelled);
  - **2.** Resulting from the ownership, maintenance or use of an amphibious vehicle; or
- **3.** To any property or equipment contained in or used with any such vehicle.
- **B.** Paragraph **A.** applies only while the amphibious vehicle is being launched into, used in or beached from the water.

### TRAILER INTERCHANGE COVERAGE

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named	Insured:	
Endors	ement Effective Date:	

### **SCHEDULE**

Coverages	Limit Of Insurance And Deductible	Estimated Premium	
Comprehensive	Least Of Actual Cash Value, Cost Of Repair, Or	_	
Comprehensive	•	\$	
	\$ Limit Of Insurance		
	\$ Deductible For Each Covered Trailer		
Specified	Least Of Actual Cash Value, Cost Of Repair, Or	\$	
Causes Of	\$ Limit Of Insurance		
Loss	\$ Deductible For Each Covered Trailer		
Collision	Least Of Actual Cash Value, Cost Of Repair, Or	\$	
	\$ Limit Of Insurance		
	\$ Deductible For Each Covered Trailer		
Fire	Least Of Actual Cash Value, Cost Of Repair, Or	\$	
	\$ Limit Of Insurance		
	\$ Deductible For Each Covered Trailer		
Fire And Theft	Least Of Actual Cash Value, Cost Of Repair, Or	\$	
	\$ Limit Of Insurance		
	\$ Deductible For Each Covered Trailer		
Information requir	ed to complete this Schedule, if not shown above, will be shown in the	Declarations.	

This endorsement provides only the coverage for which a premium is shown in the Schedule.

### A. Coverage

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

### a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

### c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

### d. Fire Coverage

Caused by:

- (1) Fire, lightning or explosion; or
- (2) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

### e. Fire And Theft Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

### 3. Coverage Extensions

The following applies as Supplementary Payments. We will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- **d.** All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### **B. Exclusions**

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard

- The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for loss of use.

### 3. Other Exclusions

We will not pay for "loss" due and confined to:

- Wear and tear, freezing, mechanical or electrical breakdown.
- Blowouts, punctures or other road damage to tires.

This exclusion does not apply to "loss" resulting from the total theft of a covered "auto".

### C. Limit Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

1. The actual cash value of the damaged or stolen property at the time of the "loss".

- The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- The Limit of Insurance shown in the Declarations.

### D. Deductible

For each covered "trailer", our obligation to pay:

- The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Declarations; or
- The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Declarations; or
- The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit of Insurance shown in the Declarations.

# TRANSPORTATION OF SEASONAL OR MIGRANT AGRICULTURAL WORKERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	
SCHEDULE	
Description Of Vehicles That Are Covered Autos:	

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Liability Coverage** for a covered "auto" used in your operations to transport seasonal or migrant agricultural workers is changed as follows:

Limit Of Insurance: \$

- **A.** The limits of **Liability Coverage** shown in the Schedule apply to the covered "auto" instead of any other limit or limits shown in the policy.
- B. The Employee Indemnification And Employer's Liability Exclusion does not apply to "bodily injury" sustained by any seasonal or migrant agricultural workers transported or employed by you.
- C. The Care, Custody Or Control Exclusion does not apply to property of seasonal or migrant workers or their families transported by you while such property is carried by the covered "auto".

- **D.** Limit Of Insurance is changed to read:
  - Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance shown in the Schedule for each "accident".
  - All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

**E.** Liability Coverage may not be cancelled, suspended or rescinded before the end of the policy period unless you or we give 30 days' written notice to:

Office of Administrator of Wage and Hour Division Employment Standards Administration U.S. Department of Labor Washington, D.C. 20210 The 30-day notice begins from the date the notice is actually received.

### PUBLIC TRANSPORTATION AUTOS

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE for a covered "auto" licensed or used to transport the public is changed as follows:

The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto".

### **BROAD FORM PRODUCTS COVERAGE**

This endorsement modifies insurance provided under the following:

### **GARAGE COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE is changed as follows:

The DEFECTIVE PRODUCTS Exclusion does not apply. However, subject to the Each "Accident" Limit of Insu ance – "Garage Operations" – Other Than Covered "Autos", the coverage only applies to that amount of "property damage" to your "products" that exceeds \$250 for any one "accident".

### DEALERS DRIVEAWAY COLLISION COVERAGE

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

### Physical Damage Coverage is changed as follows:

The exclusion relating to collision "loss" to covered "autos" driven or transported more than 50 road miles from point of purchase or distribution to their destination does not apply, provided that:

- You must include in your regular monthly or quarterly reports a statement of the points of origin, the destination and the factory price of each of these covered "autos".
- 2. If on the date of your last report the total value of these covered "autos", driven or transported during the period the report covers, exceeds what you reported we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the total value reported by the total value you actually had on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit of Insurance shown in the Declarations for the applicable location.

### **FALSE PRETENSE COVERAGE**

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

#### **SCHEDULE**

Limit of Insurance – \$25,000 unless another limit is shown below or in the Declarations  Limit Of Insurance					
Named Location Number From Item Three Of The Declarations	Total Inventory Value For Each Named Location	Premium			
	\$	\$			
	s	\$			
	•	•			
Information required to complete this	\$ Schedule, if not shown above, will be s	\$ hown in the Declarations.			

- A. Covered Autos is changed by adding the following:
  - Any "auto" you have acquired is a covered "auto" under False Pretense Coverage.
- B. Physical Damage Coverage is changed as follows:
  - **1.** The following is added:
    - We will pay for "loss" to a covered "auto" under False Pretense Coverage caused by:
    - **a.** Someone causing you to voluntarily part with the covered "auto" by trick or scheme or under false pretenses.
    - **b.** Your acquiring an "auto" from a seller who did not have legal title.

- 2. Exclusions is changed as follows:
  - a. The False Pretense Exclusion does not apply.
  - **b.** The following exclusion is added:
    - (1) The insurance under Paragraph B.1.a. of this endorsement does not apply unless:
      - (a) You had legal title to, or consignment papers for, the covered "auto" prior to "loss"; and
      - (b) You make every effort to recover the covered "auto" when it is located.

- (2) False Pretense Coverage does not apply to a loss which, for any reason, a bank or any other drawee fails to pay.
- 3. Limits Of Insurance is changed as follows:

Under False Pretense Coverage, the Limit of Insurance shown in the Schedule or Declarations is the most we will pay for all "loss" caused by any one person within any one year of the policy period.

**4.** The **Deductible** provision is changed by adding the following:

From our obligation under False Pretense Coverage, we will deduct the actual value of any property delivered to you in full or partial payment for title to or possession of a covered "auto".

C. The following is added to the Duties In The Event Of Accident, Claim, Suit Or Loss Garage Condition:

You, or someone on your behalf, must take all reasonable steps to cause a warrant to be issued, as soon as practicable, for the arrest of anyone causing a "loss" defined within the False Pretense Coverage. Failure to cause such warrant to be issued as required by this Condition shall not invalidate any claim made by you, if it is shown that reasonable efforts were made.

# FIRE, FIRE AND THEFT AND LIMITED SPECIFIED CAUSES OF LOSS COVERAGE FOR DEALERS

This endorsement modifies insurance provided under the following:

### **GARAGE COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

### **SCHEDULE**

	Туре	ypes Of Autos Interests Covered				
Coverages	New Autos	Used Autos, Demonstrators And Service Vehicles	Your Interest In Covered Autos You Own	Your Interest Only In Financed Covered Autos	Your Interest And The Interest Of Any Creditor Named As A Loss Payee	All Interests In Any Auto Not Owned By You Or Any Creditor While In Your Possession Or Consignment For Sale
Fire						
Fire And Theft						
Limited Specified Causes Of Loss						

"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form next to the name of the coverage.

Location Number	1.		
Coverages	Covered Autos	Limit Of Insurance For Each Locat	ion Premium
Fire		\$	\$
Fire And Theft		\$ Limit Of Insuran \$ Deductible For E Covered Auto For Caused By Theft \$ Maximum Deduction All Theft Loss In	each or Loss t totible For
Limited		\$ Event Limit Of Insuran	ce s
Specified Causes Of Loss		\$ Deductible For E Covered Auto For Caused By Thefi	Each or Loss
		\$ Maximum Deduct All Theft Loss In Event	ctible For

Location Number	r:		
Coverages	Covered Autos	Limit Of Insurance For Each Location	Premium
Fire		\$	\$
Fire And Theft		\$ Limit Of Insurance \$ Deductible For Each Covered Auto For Loss Caused By Theft \$ Maximum Deductible For All Theft Loss In Any One Event	\$
Limited Specified Causes Of Loss		\$ Limit Of Insurance  \$ Deductible For Each Covered Auto For Loss Caused By Theft  \$ Maximum Deductible For All Theft Loss In Any One Event	\$

Limit Of Insurance \$ Deductible For Each Covered Auto For Loss
Deductible For Each Covered Auto For Loss
Caused By Theft  Maximum Deductible For All Theft Loss In Any One Event
Limit Of Insurance \$
Deductible For Each Covered Auto For Loss Caused By Theft
Maximum Deductible For All Theft Loss In Any One Event

Premium Basis - Reporting (Quarterly or Monthly) Or Nonreporting (Indicate below with an "X" which Reporting Basis is selected.) Reporting Basis (Quarterly or Monthly as indicated below) You must report to us on our form the locations of your covered "autos" and their total value at each such location. For your main sales location identified as location Number 1, you must include the total value of all covered "autos" you have furnished or made available to yourself, your executives, your employees or family members and other Class II - Nonemployees, and covered "autos" that are temporarily displayed or stored at locations other than those stated in Item Three of the Declarations. For your main sales location you must include the total value of all service vehicles. Your reporting basis is: Quarterly You must give us your first report by the 15th of the fourth month after the policy begins. Your subsequent reports must be given to us by the 15th of every third month. Your reports contain the value for the last business day of every third month coming with the policy period. Monthly You must give us your reports by the 15th of every month. Your reports will contain the total values you had on the last business day of the preceding month. Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums will be credited against the final premium due. **Nonreporting Basis** Stated Limit of Insurance applies.

- **A.** This endorsement provides only those coverages where a charge is shown in the Schedule. Each coverage selected applies only to the types of covered "autos" and interests indicated in the Schedule by an "X".
- **B.** We will pay for "loss" to a covered "auto" or its equipment under:
  - 1. Fire Coverage, caused by:
    - a. Fire, lightning or explosion; or
    - **b.** The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
  - 2. Fire And Theft Coverage, caused by:
    - a. Fire, lightning or explosion;
    - b. Theft; or

- c. The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- **3.** Limited Specified Causes Of Loss Coverage, caused by:
  - a. Fire, lightning or explosion;
  - **b.** Theft:
  - c. Windstorm, hail or earthquake;
  - d. Flood; or
  - e. The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- **C.** The **Physical Damage Coverage** provisions apply to the coverage indicated in the Schedule.

# GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### A. Coverage

We will pay reasonable medical and funeral expenses to or for each person who sustains "bodily injury" to which this coverage applies, caused by an "accident" and resulting from:

- The maintenance or use of the locations shown in the Declarations and that portion of the roads or other accesses that adjoin these locations for garage business.
- **2.** All operations necessary or incidental to a garage business.

We will pay only those expenses incurred for services rendered within one year from the date of the "accident".

### **B. Exclusions**

This insurance does not apply to:

- **1.** "Bodily injury" resulting from the maintenance or use of any "auto".
- 2. "Bodily injury" to a person, whether or not an "employee" of any "insured", if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

- 3. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 4. "Bodily injury" to any "insured".

### C. Limit Of Insurance

Regardless of the number of persons who sustain "bodily injury" or claims made, the most we will pay for "bodily injury" for each person injured in any one "accident" is the Limit of Medical Payments Coverage shown in the Declarations.

### D. Changes In Conditions

The Transfer Of Rights Of Recovery Against Others To Us Garage Condition does not apply.

### LOCATIONS AND OPERATIONS NOT COVERED

This endorsement modifies insurance provided under the following:

**GARAGE COVERAGE FORM** 

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

### **SCHEDULE**

**Locations and Operations Not Covered:** 

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Garage Coverage Form does not apply to the locations or operations described in the Schedule.

### PERSONAL INJURY LIABILITY COVERAGE – GARAGES

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

### **SCHEDULE**

Personal Injury Limit Of Insurance	Premium
\$	\$

### A. Coverage

We will pay all sums the "insured" legally must pay as damages because of "personal injury" caused by an offense committed:

- a. In the conduct of your business; and
- In the Coverage Territory during the Policy Period.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Personal Injury Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. Who Is An Insured

The following are "insureds":

a. You and your spouse.

- b. Your partners (if you are a partnership) and their spouses, or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) or their spouses nor your members (if you are a limited liability company) or their spouses is an "insured" for "personal injury" resulting from the conduct of any other partnership.
- **c.** Your "employees", executive officers, directors and stockholders but only while acting within the scope of their duties.

### 2. Coverage Extensions

The following applies as Supplementary Payments. We will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within the Personal Injury Limit of Insurance.

- **c.** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal Injury Limit of Insurance.

These payments will not reduce the Personal Injury Limit of Insurance.

#### **B. Exclusions**

- **1.** This insurance does not apply to:
  - a. Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
  - **b.** "Personal injury" arising out of advertising, publishing, broadcasting or telecasting done by or for you.
  - c. "Personal injury" arising out of an electronic chatroom or bulletin board the "insured" hosts, owns, or over which the "insured" exercises control.
  - d. "Personal injury" arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
  - e. "Personal injury" arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
  - f. "Personal injury" arising out of a criminal act committed by or at the direction of any "insured".
  - **g.** "Personal injury" to:
    - (1) A person arising out of any:
      - (a) Refusal to employ that person;
      - (b) Termination of that person's employment; or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b) or (c) above is directed.

This exclusion applies:

- (a) Whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the "insured" may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- **h.** "Personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- j. "Personal injury" arising directly or indirectly out of:
  - War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- **k.** "Personal injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
  - (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law:
  - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
  - (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- 2. The following is added to Paragraph B. Exclusions of Section II Liability Coverage:

### **Personal Injury**

"Bodily injury" arising out of "personal injury".

### C. Limit Of Insurance

The following is added to the Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" provision in Section II – Liability Coverage:

Subject to the Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" and regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for all damages because of all "personal injury" sustained by any one person or organization is the Personal Injury Limit of Insurance shown in the Schedule of the Personal Injury Liability Coverage – Garages endorsement.

The Each "Accident" Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal injury".

### D. Changes In Conditions

The **Policy Period, Coverage Territory** Garage Condition is changed by adding the following:

We also cover "personal injury" that occurs during the policy period shown in the Declarations and within the coverage territory.

For the purposes of this endorsement, the coverage territory is extended to anywhere in the world if:

- The "personal injury" is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside of one of those places; or
- 2. The "personal injury" offense takes place through the Internet or similar electronic means of communication.

The original "suit" for damages resulting from such "personal injury" must be brought within the coverage territory.

#### E. Additional Definition

As used in this endorsement:

"Personal injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- **1.** False arrest, detention or imprisonment;
- 2. Malicious prosecution;
- The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- Oral or written publication, in any manner, of material that violates a person's right of privacy.

### **OWNERS OF GARAGE PREMISES**

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

### **SCHEDULE**

**Description of Premises** 

Name of Person or Organization Annual Liability Premium \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- **A.** Under LIABILITY COVERAGE WHO IS AN IN-SURED is changed to include the person or organization named in the Schedule, but only for liability arising out of the ownership, maintenance and use of that part of the described premises which is leased to you.
- **B.** The insurance afforded by this endorsement does not apply to:
  - **1.** Any "accident" which occurs after you cease to be a tenant in the premises.
  - **2.** Structural alterations, new construction or demolition operations performed by or for the designated person or organization.

### DAMAGE TO RENTED PREMISES LIABILITY COVERAGE – GARAGES

This endorsement modifies insurance provided under the following:

#### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

### **SCHEDULE**

Description Of Premises	Limit Of Insurance Per Premises	Premium
	<b>\$100,000</b> unless another limit is shown below:	\$
	\$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Liability Coverage for "garage operations" is changed as follows:

- A. The insurance applies to "property damage" caused by:
  - 1. Fire to premises, not including contents, while rented to you or temporarily occupied by you with the permission of the owner; and
  - 2. Other than fire, to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days.
- **B.** With respect to the insurance provided by this endorsement under:
  - Paragraph A.1. above, Exclusions 3. through 17. do not apply.
  - Paragraph A.2. above, Paragraphs a., b. and d. of the Care, Custody Or Control Exclusion do not apply.
- C. Subject to the Aggregate Limit of Insurance "Garage Operations" Other Than Covered "Autos", the most we will pay for all "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with the permission of the owner, is \$100,000, unless another limit is shown in the Schedule of the Damage To Rented Premises Liability Coverage Garages endorsement.
- **D.** This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

### NAMED DRIVER COLLISION COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

### **SCHEDULE**

Name of Driver Deductible Premium

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations.) PHYSICAL DAMAGE COVERAGE is changed as follows:

Collision Coverage applies to "loss" to a covered "auto" while being driven or occupied by a driver named in the Schedule subject to the following provisions:

- 1. The coverage applies only to the amount of "loss" in excess of any deductible shown in the Schedule.
- 2. The coverage does not apply to any covered "auto" while being driven, towed or carried from the point of purchase or distribution to its destination if such points are more than fifty road miles apart.

### **BROADENED COVERAGE – GARAGES**

This endorsement modifies insurance provided under the following:

#### GARAGE COVERAGE FORM

The coverages provided by this endorsement are applicable only to "garage operations" other than the ownership, maintenance or use of the covered "autos".

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

### **SCHEDULE**

Coverages	Limit Of Insurance	Premium
Personal Injury And Advertising Injury Liability Coverage	\$	
Damage To Rented Premises Liability Coverage	\$100,000 for any one premises unless another limit is shown below:	
	Premium For This Endorsement	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

## SECTION I – PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

#### A. Coverage

We will pay all sums the "insured" legally must pay as damages because of "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the Coverage Territory during the Policy Period. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Personal And Advertising Injury Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. Who Is An Insured

The following are "insureds":

- a. You and your spouse.
- b. Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) or their spouses nor your members (if you are a limited liability company) or their spouses is an "insured" for "personal and advertising injury" resulting from the conduct of any other partnership.
- **c.** Your "employees", executive officers, directors and stockholders but only while acting within the scope of their duties.

### 2. Coverage Extensions

### **Supplementary Payments**

We will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within the Personal And Advertising Injury Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal And Advertising Injury Limit of Insurance.

These payments will not reduce the Personal And Advertising Injury Limit of Insurance.

#### **B. Exclusions**

- 1. This insurance does not apply to:
  - a. "Personal and advertising injury":
    - (1) For which the "insured" has assumed liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.

- (2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- (3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
- (4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
- **(5)** Arising out of a criminal act committed by or at the direction of any "insured".
- (6) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- **(8)** Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- (9) Arising out of an electronic chatroom or bulletin board the "insured" hosts, owns, or over which the "insured" exercises control.
- (10) Arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- (11) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

- (12) Arising directly or indirectly out of:
  - (a) War, including undeclared or civil war:
  - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### (13) To:

- (a) A person arising out of any:
  - (i) Refusal to employ that person;
  - (ii) Termination of that person's employment; or
  - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (i), (ii) or (iii) above is directed.

This exclusion applies:

- (a) Whether the injury-causing event described in Paragraph (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person;
- (b) Whether the "insured" may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (14) Arising directly or indirectly out of any action or omission that violates or is alleged to violate:
  - (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
  - (c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

- (15) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- **b.** Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- 2. The following is added to Paragraph B. Exclusions of Section II Liability Coverage:

### Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

## C. Personal And Advertising Injury Limit Of Insurance

The following is added to the Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" provision in Section II – Liability Coverage:

Subject to the Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" and regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal And Advertising Injury Limit of Insurance shown in the Schedule of the Broadened Coverage – Garages endorsement.

The Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal and advertising injury".

#### D. Additional Definitions

As used in this endorsement:

- "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - **b.** Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- **g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

# SECTION II – HOST LIQUOR LIABILITY COVERAGE

Liability Coverage is changed by adding the following:

We will also pay all sums the "insured" legally must pay as damages because of "bodily injury" or "property damage" arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

# SECTION III – DAMAGE TO RENTED PREMISES LIABILITY COVERAGE

Liability Coverage for "garage operations" is changed as follows:

- **A.** The insurance applies to "property damage" caused by:
  - Fire to premises, not including contents, while rented to you or temporarily occupied by you with the permission of the owner; and
  - 2. Other than fire, to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days.

- **B.** With respect to the insurance provided by this endorsement under:
  - Paragraph A.1. above, Exclusions 3. through 17. do not apply.
  - Paragraph A.2. above, Paragraphs a., b. and d. of the Care, Custody Or Control Exclusion do not apply.
- C. Subject to the Aggregate Limit Of Insurance "Garage Operations" Other Than "Autos", the most we will pay for all "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with the permission of the owner, is \$100,000 unless another limit is shown in the Schedule of the Broadened Coverage Garages endorsement.
- D. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

# SECTION IV – INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

Liability Coverage is changed by adding the following exclusion:

This insurance does not apply to any "insured" in the business or occupation of providing any of the services listed under the following definition.

As used in this endorsement:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

"Bodily injury" also includes injury resulting from:

- **1.** Providing or failing to provide any medical or related professional health care services;
- Furnishing food or drink connected with any medical or other professional health care services; or
- **3.** Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

## SECTION V – NON-OWNED WATERCRAFT COVERAGE

Liability Coverage is changed as follows:

**A.** The **Watercraft Or Aircraft** Exclusion is replaced by the following:

This insurance does not apply to:

- **1.** Any aircraft; or
- **2.** Any watercraft except a watercraft under 26 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations".

**B.** If there is other applicable insurance covering damages payable under Non-owned Watercraft Coverage, we will not make any payments under this coverage.

### **SECTION VI – ADDITIONAL PERSONS INSURED**

Liability Coverage is changed by adding the following to **Who Is An Insured:** 

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

### SECTION VII – AUTOMATIC LIABILITY COVERAGE – NEWLY-ACQUIRED GARAGE BUSINESSES (90 DAYS)

As used in this endorsement:

"Insured" means any person or organization qualifying as an insured in the Who Is An Insured Provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

"Insured" also includes as named "insured" any garage business that is acquired or formed by you and over which you maintain ownership or majority interest.

However, "insured" does not include any garage business:

- 1. That is a joint venture;
- 2. That is an "insured" under any other similar liability or indemnity policy;

- That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
- **4.** 90 days or more after its acquisition or formation by you.

## SECTION VIII – LIMITED WORLDWIDE LIABILITY COVERAGE

**A.** The **Policy Period, Coverage Territory** Garage Condition is changed by adding the following:

We also cover "bodily injury", "property damage" or "personal and advertising injury" that occurs during the policy period shown in the Declarations within the coverage territory.

For purposes of this endorsement, the coverage territory is extended to anywhere in the world if:

- The "bodily injury", "property damage" or "personal and advertising injury" is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside of one of those places; or
- 2. The "personal and advertising injury" offense takes place through the Internet or similar electronic means of communication.

The original "suit" for damages resulting from such "bodily injury", "property damage" or "personal and advertising injury" must be brought within the coverage territory.

**B.** We will not provide Limited Worldwide Liability Coverage for any "work you performed".

# GARAGE COVERAGE FORM – OTHER THAN COVERED AUTOS EXPOSURE – TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

#### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### Liability Coverage is changed as follows:

Exclusion 8. Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos" is replaced by the following:

- 8. Pollution Exclusion Applicable To "Garage Operations" Other Than Covered "Autos"
  - a. "Bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- **b.** Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants";
  - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

# EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM
BROADENED COVERAGE – GARAGES ENDORSEMENT
PERSONAL INJURY LIABILITY COVERAGE – GARAGES ENDORSEMENT

For "garage operations" other than covered "autos", the following exclusion is added to Paragraph Exclusions:

This insurance does not apply to "bodily injury", "property damage", and if applicable, "personal i jury" or "advertising injury" arising directly or indirectly out of:

- 1. Any actual or alleged failure, malfunction or i adequacy of:
  - a. Any of the following, whether belonging to any "insured" or to others:
    - (1) Computer hardware, including micropro essors:
    - (2) Computer application software;
    - (3) Computer operating systems and related software:
    - (4) Computer networks;

- (5) Microprocessors (computer chips) not part of any computer system; or
- (6) Any other computerized or electronic equipment or components; or
- b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph1.a. of this endorsment

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

 Any advice, consultation, design, evaluation, inspection, installation, maintenance, repaie, r placement or supervision provided or done by you or for you to determine, rectify or test for, any p tential or actual problems described in Paragraph 1. of this endorsement.

# EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS – PRODUCTS/WORK YOU PERFORMED

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement modifies insurance provided under the following:

### **GARAGE COVERAGE FORM**

For "garage operations" other than covered "autos", the following exclusion is added to Paragraph Exclusions:

This insurance does not apply to "bodily injury" or "property damage" caused by your "products" or "work you performed" arising directly or indirectly out of:

- 1. Any actual or alleged failure, malfunction or i adequacy of:
  - a. Any of the following, whether belonging to any "insured" or to others:
    - (1) Computer hardware, including micropro essors;
    - (2) Computer application software;
    - (3) Computer operating systems and related software;
    - (4) Computer networks;

- (5) Microprocessors (computer chips) not part of any computer system; or
- (6) Any other computerized or electronic equipment or components; or
- b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph1.a. of this endorsment

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

 Any advice, consultation, design, evaluation, inspection, installation, maintenance, repaie, r placement or supervision provided or done by you or for you to determine, rectify or test for, any p tential or actual problems described in Paragraph 1. of this endorsement. Endorsement Effective:

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### YEAR 2000 LIMITED COVERAGE OPTIONS – COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM BROADENED COVERAGE – GARAGES ENDORSEMENT PERSONAL INJURY LIABILITY COVERAGE – GARAGES ENDORSEMENT

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Countersigned By:

Named Insu	red:		
		(Authorized Representative)	
	SCHEI	DULES	
	SCHEDULE A - COVERA		
	(SUBJECT TO THE DESC	RIPTION IN SCHEDULE B)	
Chec	k any one or more of the following:		
	Bodily Injury		
	□ Property Damage		
	Personal Injury		
	Personal Injury and Advertising Injury		

# SCHEDULE B – DESCRIPTION OF LOCATION, PRODUCTS, SERVICES OR WORK YOU PERFORMED TO BE COVERED (TO WHICH SCHEDULE A APPLIES)

Description of location(s),	
product(s), service(s) or	
work you performed	

	SCHEDULE C - PREMIUM				
Premium	\$	, if any.			

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

For "garage operations" other than covered "autos", the following exclusion is added to Paragraph **B. Exclusions:** 

This insurance does not apply to "bodily injury", "property damage", and if applicable, "personal injury" or "advertising injury" arising directly or indirectly out of:

- Any actual or alleged failure, malfunction or inadequacy of:
  - **a.** Any of the following, whether belonging to any "insured" or to others:
    - Computer hardware, including microprocessors;
    - (2) Computer application software;
    - (3) Computer operating systems and related software:
    - (4) Computer networks;
    - (5) Microprocessors (computer chips) not part of any computer system; or
    - **(6)** Any other computerized or electronic equipment or components; or

- **b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **1.a.** of this endorsement
- due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.
- 2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 1. of this endorsement.

This exclusion does not apply to the types of injury or "property damage" indicated in Schedule A – Coverages To Be Provided of this endorsement arising out of your "products" or services, or any "work you performed" at any specific location, described in Schedule B – Description Of Location, Products, Services Or Work You Performed To Be Covered of this endorsement.

### EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS – WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement modifies insurance provided under the following:

**GARAGE COVERAGE FORM BROADENED COVERAGE – GARAGES ENDORSEMENT** PERSONAL INJURY LIABILITY COVERAGE - GARAGES ENDORSEMENT

For "garage operations" other than covered "autos", the following exclusion is added to Paragraph **Exclusions:** 

This insurance does not apply to "bodily injury", "property damage", and if applicable, "personal i jury" or "advertising injury" arising directly or indirectly out of:

- 1. Any actual or alleged failure, malfunction or i adequacy of:
  - "insured" or to others:
    - (1) Computer hardware, including micropro essors;
    - (2) Computer application software;
    - (3) Computer operating systems and related software:
    - (4) Computer networks;
    - (5) Microprocessors (computer chips) not part of any computer system; or

- (6) Any other computerized or electronic equipment or components; or
- b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 1.a. of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

a. Any of the following, whether belonging to any 2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repaie-r placement or supervision provided or done by you or for you to determine, rectify or test for, any p tential or actual problems described in Paragraph 1. of this endorsement.

> This exclusion does not apply to "bodily injury" occu ring on any premises owned by or rented to you.

**Endorsement Effective:** 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS – EXCLUSION OF SPECIFIED COVERAGES FOR DESIGNATED LOCATIONS, PRODUCTS, SERVICES OR WORK YOU PERFORMED

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM
BROADENED COVERAGE – GARAGES ENDORSEMENT
PERSONAL INJURY LIABILITY COVERAGE – GARAGES ENDORSEMENT

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Countersigned By:

Named Insu	red:	(Authorized Representative)
	SCHEI	DULES
Ol and	·	AGES TO BE EXCLUDED RIPTION IN SCHEDULE B)
Check	k any one or more of the following:  Bodily Injury  Property Damage  Personal Injury  Personal Injury and Advertising Injury	

### SCHEDULE B – DESCRIPTION OF LOCATION, PRODUCTS, SERVICES OR WORK YOU PERFORMED TO BE EXCLUDED (TO WHICH SCHEDULE A APPLIES)

Description of location(s), product(s), service(s) or work you performed	

For "garage operations" other than covered "autos", the following exclusion is added to Paragraph **B. Exclusions:** 

This insurance does not apply to "bodily injury", "property damage", and if applicable, "personal injury" or "advertising injury" arising directly or indirectly out of:

- Any actual or alleged failure, malfunction or inadequacy of:
  - a. Any of the following, whether belonging to any "insured" or to others:
    - Computer hardware, including microprocessors;
    - (2) Computer application software;
    - (3) Computer operating systems and related software:
    - (4) Computer networks;
    - (5) Microprocessors (computer chips) not part of any computer system; or
    - **(6)** Any other computerized or electronic equipment or components; or

- **b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **1.a.** of this endorsement
- due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.
- 2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 1. of this endorsement.

This exclusion applies only to the types of injury or "property damage" indicated in Schedule A – Coverages To Be Excluded of this endorsement arising out of your "products" or services, or any "work you performed" at any specific location, described in Schedule B – Description Of Location, Products, Services Or Work You Performed To Be Excluded of this endorsement.

# GARAGE COVERAGE FORM – OTHER THAN COVERED AUTOS EXPOSURE – TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Exclusion 8. Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos" is replaced by the following:

- 8. Pollution Exclusion Applicable To "Garage Operations" Other Than Covered "Autos"
  - a. "Bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (1) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building occupants or their guests at or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "insured"; or
- (2) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire:
  - (a) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "insured"; or

(b) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor.

A hostile fire means one that becomes uncontrollable, or breaks out from where it was intended to be.

- **b.** Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

# FUNGI OR BACTERIA EXCLUSION – GARAGE OPERATIONS – OTHER THAN COVERED AUTOS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following exclusion is added to Paragraph B. Exclusions of Section II – Liability Coverage of The Garage Coverage Form:

This insurance does not apply to:

# FUNGI OR BACTERIA EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" – OTHER THAN COVERED AUTOS

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B.** If the Personal Injury Liability Coverage – Garages endorsement is attached, the following exclusions are added to Paragraph **B. Exclusions:** 

This insurance does not apply to:

- "Personal injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- 2. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.
- C. If the Broadened Coverage Garages endorsement is attached, the following exclusions are added to Paragraph B. Exclusions of Section I Personal And Advertising Injury Liability Coverage:

This insurance does not apply to:

1. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

- 2. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.
- **D.** As used in this endorsement:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

# LIMITED FUNGI OR BACTERIA COVERAGE FOR GARAGE OPERATIONS – OTHER THAN COVERED AUTOS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Named Insured:			
Endorsement Effective Date:			
Countersignature Of Authorized Representative			
Name:			
Title:			
Signature:			
Date:			

### **SCHEDULE**

Fungi And Bacteria Liability Aggregate Limit: \$

A. Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi or bacteria incident", is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph B. of this endorsement. This provision A. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following are added to Paragraph C. Limit Of Insurance:
  - Subject to the Aggregate Limit of Insurance –
    "Garage Operations" Other Than Covered
    "Autos", the Fungi and Bacteria Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all "bodily injury" or "property damage" arising out of one or more "fungi or bacteria incidents". This provision B.1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- 2. The Each "Accident" Limit of Insurance "Garage Operations" Other Than Covered "Autos" and the Limit Of Medical Payments Coverage shown in the Declarations, if applicable, continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident" but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.
- **C.** If the Personal Injury Liability Coverage Garages endorsement is attached, the following exclusions are added to Paragraph **B. Exclusions**:

This insurance does not apply to:

- "Personal injury", arising out of a "fungi or bacteria incident".
- 2. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.

D. If the Broadened Coverage – Garages endorsement is attached, the following exclusions are added to Paragraph B. Exclusions of Section I – Personal And Advertising Injury Liability Coverage:

This insurance does not apply to:

- "Personal and advertising injury", arising out of a "fungi or bacteria incident".
- 2. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.
- **E.** As used in this endorsement:
  - "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
  - 2. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

# SILICA OR SILICA-RELATED DUST EXCLUSION FOR OTHER THAN COVERED AUTOS EXPOSURE – GARAGE COVERAGE FORM

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following exclusion is added to Paragraph B. Exclusions for "Garage Operations" – Other Than Covered "Autos" of Section II – Liability Coverage in the Garage Coverage Form:

### SILICA OR SILICA-RELATED DUST EXCLUSION FOR OTHER THAN COVERED AUTOS EXPOSURE – GARAGE COVERAGE FORM

This insurance does not apply to:

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silicarelated dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.
- **B.** If the Personal Injury Liability Coverage Garages endorsement is attached, the following exclusion is added to Paragraph **B. Exclusions:**

This insurance does not apply to:

a. "Personal injury" arising in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

- **b.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.
- C. If the Broadened Coverage Garages endorsement is attached, the following exclusion is added to B. Exclusions of Section I Personal And Advertising Injury Liability Coverage:

This insurance does not apply to:

- a. "Personal and advertising injury" arising in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

### D. Additional Definitions

As used in this endorsement:

- a. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- **b.** "Silica-related dust" means a mixture or combination of silica and other dust or particles.

# SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

(Individual Policy Form)

### **BLANK FIRE INSURANCE COMPANY**

			nce company, herein called company), in consideration of the payment of the pre- ements in the declarations made a part hereof and subject to all of the terms of this <b>nsured</b> as follows:
I. COVERAGE AGREEMENT			
		company will pay for <b>lo</b> ler Coverage:	ss to the automobile occurring while it is in the possession of the retail purchaser
	A.	COMPREHENSIVE	—from any cause except <b>collision</b> ; but, for the purposes of this coverage, breakage of glass and <b>loss</b> caused by missiles, falling objects, fire, theft or lar-

- deemed loss caused by collision;

  B. COLLISION —caused by collision;
- C. FIRE AND THEFT —caused by (a) fire or lightning, or
  - (b) smoke or smudge due to a sudden, unusual or faulty operation of any fixed heating equipment serving the premises in which the **automobile** is located, or
  - (c) the stranding, sinking, burning, collision, or derailment of any conveyance in or upon which the **automobile** is being transported or
  - (d) theft or larceny;
- D. CONVERSION, —caused by co
  EMBEZZLEMENT retail purchase
  OR SECRETION

—caused by conversion, embezzlement or secretion of the **automobile** by the **retail purchaser**;

ceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be

provided that the security interest of the named insured becomes impaired and

- (a) the **retail purchaser** has defaulted in payments due under the finance contract and the **named insured** has repossessed the **automobile**; or
- (b) the retail purchaser has elected to surrender the automobile and its title to the named insured; or
- (c) with respect to **loss** caused by theft, larceny, conversion, embezzlement or secretion, the **retail pur- chaser** has defaulted in payments due under the finance contract and the **named insured** has made every reasonable effort to repossess the **automobile**.

### **EXCLUSIONS**

This insurance does not apply:

- to any automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the declarations;
- 2.) to damage which is due and confined to
  - a. wear and tear, or
  - b. freezing, or

- mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this insurance;
- 3. to loss due to:
  - **a.** war, including undeclared or civil war;
  - warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;

- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- d. radioactive contamination;

### 4. to loss to:

- a. any device or instrument for the recording, reproduction or a recording and reproduction of sound unless such device or instrument is permanently installed in the automobile and included in the purchase price thereof;
- any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;
- **5.** under the Comprehensive and Fire and Theft coverage, to **loss** due to conversion, embezzlement or secretion by the **retail purchaser**.

### **II. LIMIT OF LIABILITY**

The limit of the company's liability for **loss** to any one **automobile** shall not exceed the least of the following amounts:

- (a) the actual cash value of such automobile at time of loss; or
- (b) what it would then cost to repair such automobile; or
- (c) the amount of the **named insured's security interest** in such **automobile** as represented by the **outstanding balance**.

### III. POLICY PERIOD; TERRITORY

This insurance applies only to **loss** which occurs during the policy period; and while the **automobile** is within the United States of America, its territories or possessions, Puerto Rico or Canada, or is being transported between ports thereof.

### **IV. DEFINITIONS**

When used in this policy:

"automobile" means a land motor vehicle, trailer or semitrailer, including its equipment if included in its purchase price, which is described in the declarations; "collision" means (i) collision of an automobile with another object or with a vehicle to which it is attached, or (ii) upset of such automobile;

"impaired" means that as a result of the loss the value of the automobile is less than the named insured's interest in the automobile;

"loss" means direct and accidental loss of or damage:

"named insured" means the person or organization named in Item 2 of the declarations;

"outstanding balance" means the retail purchaser's balance due under the finance contract at the time of loss but shall not include amounts which represent any of the following:

- (a) installments which are more than 60 days past due under the finance contract on the date of **loss**,
- (b) interest, insurance, finance or carrying charges computed pro rata as of the date of **loss**, and
- (c) penalties or other charges which may have been added to balance due after the date of the inception of the finance contract;

"retail purchaser" means any person or organization named in Item 3 of the declarations who is in lawful possession of the automobile under a security interest:

"security interest" means the interest of the named insured in the automobile which secures the obligation owed to the named insured by the retail purchaser under a legally enforceable finance contract.

### **CONDITIONS**

### 1. PREMIUM

All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded by this policy.

### 2. NAMED INSURED'S DUTIES IN EVENT OF LOSS

In the event of loss the named insured shall:

(a) protect the automobile, whether or not this insurance applies to the loss, and any further loss due to the named insured's failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

- (b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;
- (c) file with the company, within 91 days after knowledge of a loss which results in the named insured's interest being impaired, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to the examination under oath:
- (d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this policy applies and shall attend hearings, trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the **named insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this policy.

### 3. DATE OF LOSS – CONVERSION, EMBEZZLE-MENT AND SECRETION COVERAGE

Any **loss** covered by this policy which is caused by conversion, embezzlement or secretion shall be deemed to occur on the date that the **named insured** has reported such **loss** to the company in accordance with Condition 2 of this policy.

### 4. ACTION AGAINST COMPANY

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until 30 days after proof of **loss** is filed and the amount of **loss** is determined as provided in this policy.

### 5. OTHER INSURANCE

If the **named insured** or **retail purchaser** has other insurance against a **loss** covered by this policy, the company shall not be liable under this policy for a greater proportion of such **loss** than the applicable limit of liability of this policy bears to the total applicable limit of liability of all valid and collectible insurance against such **loss**.

### 6. EXAMINATION OF RECORDS

The company shall be permitted at all reasonable times to examine the books, records and files of the **named insured** for the purpose of determining any facts relating to insurance afforded by this policy.

### 7. NO BENEFIT TO BAILEE

None of the provisions of this policy shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

### 8. CHANGES

Notice to any agent, or knowledge possessed by any agent or by any other person shall not effect a **waiver** or a change or in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy.

The **named insured** shall promptly notify the company of any transfer of interest, any change in ownership, any extension of the finance contract or any other increases in hazard with respect to the **automobile** which shall come to their knowledge and shall account for and pay to the company the premium for such increased hazard.

### 9. SUBROGATION

In the event of any payment under this policy, the company shall be subrogated to all the **named insured's** rights of recovery therefor against any person or organization and the **named insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **named insured** shall do nothing after **loss** to prejudice such **rights**.

The company waives the right of subrogation against the **retail purchaser** with respect to any claim paid under this policy.

### 10. VIOLATION OF POLICY CONDITIONS BY RETAIL PURCHASER

The insurance provided by this policy shall not be invalidated by any act or neglect of the **retail purchaser**.

### 11. CANCELLATION

This policy may be cancelled by the **named insured** by surrender thereof to the company or by mailing to the company written notice stating when thereafter the cancellation shall be effective. The policy may be cancelled by the company by mailing to the **named insured** at the address shown in the policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

Upon cancellation by the **named insured**, the earned premium shall be computed short rate in accordance with the Special Single Interest Pro Rata and Short Rate Cancellation Table. Upon cancellation by the company, the earned premium shall be computed pro rata in accordance with the Special Single Interest pro Rata and Short Rate Cancellation Table.

### 12. DECLARATIONS

The **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this policy.

In witness whereof, the Blank Insurance	Company has caused this policy to be signed by its president and
secretary at an	d countersigned on declarations page by a duly authorized agent
of the company.	
(FACSIMILE OF SIGNATUR Secretary	E) (FACSIMILE OF SIGNATURE) President

### **BLANK FIRE INSURANCE COMPANY**

Policy No.	
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### DECLARATIONS—SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Individual Policy Form)

THIS POLICY DOES NOT PROVIDE BODILY INJURY LIABILITY OR PROPERTY DAMAGE LIABILITY INSURANCE AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW OR ANY STATUTORY REQUIREMENT FOR NO-FAULT COVERAGES.

	tems						
١.	1. POLICY PERIOD: From To (12:01 A.M. Standard Time at the address of the Retail Purchaser as stated herein)						
2.	NAMED INSURED:						
	Street:			T	own and State:		
3.	RETAIL PURCHASER:	:					
	Street:						
4.	4. Description of the automobile and facts respecting its purchaser by the retail purchaser						
Year, Make, Model, Body Type		ody Type	Identification, Motor,		Purchased		
			Serial Number		Month, Year	New or Used	Price
				M Y			
	Unpaid Balance Due			Installm	nent Payments	Due Date and of Final Insta	
	Regular Irregular Installments		Number	Amount of Each \$	Date: Amount: \$		
	"regular installments" means the payment of the balance due under the finance contract in equal monthly amounts.  "irregular installments" means the payment of the balance due under the finance contract in unequal monthly amounts.						

**<sup>5.</sup>** The insurance afforded is only with respect to such of the following Single Interest coverages as are indicated by specific premium charge or charges. The limit of the company's liability against such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto:

COVERAGES	PREMIUM
A. Comprehensive	\$
B. Collision	\$
C. Fire and Theft	\$
D. Conversion, Embezzlement or Secretion	\$
Total Premium	\$

- **6.** Use will be business and pleasure, as a private passenger automobile unless otherwise stated;
- **7.** The **automobiles** will be principally garaged at the **retail purchaser's** address as stated in Item 3 unless otherwise stated herein:

# SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

(Finance Master Policy Form)

### **BLANK FIRE INSURANCE COMPANY**

(A	Insurance company, herein called the company), in consideration of the payment of the
premium, in	reliance upon the statements made with respect to each automobile in the reports rendered to the
company by	the named insured in accordance with Condition 1 of the policy and subject to all of the terms of this
policy, agree	es with the <b>named insured</b> as follows:

#### I. COVERAGE AGREEMENT

The company will pay for **loss** to **automobile** occurring while they are in the possession of **retail purchasers** under coverage:

A. COMPREHENSIVE

—from any cause except **collision**; but, for the purposes of this coverage, breakage of glass and **loss** caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be deemed **loss** caused by **collision**;

- **B. COLLISION**
- —caused by collision;
- C. FIRE AND THEFT
- -caused by (a) fire or lightning, or
  - (b) smoke or smudge due to a sudden, unusual or faulty operation of any fixed heating equipment serving the premises in which the **automobile** is located, or
  - (c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which an automobile is being transported, or
  - (d) theft or larceny;

D. CONVERSION EMBEZZLEMENT OR SECRETION

—caused by conversion, embezzlement or secretion of an automobile by a **retail purchaser**;

provided that the security interest of the named insured becomes impaired and

- (a) the **retail purchaser** has defaulted in payments due under the finance contract and the **named insured** has repossessed the **automobile**; or
- (b) the retail purchaser has elected to surrender the automobile and its title to the named insured; or
- (c) with respect to loss caused by theft, larceny, conversion, embezzlement or secretion, the retail purchaser has defaulted in payments due under the finance contract and the named insured has made every reasonable effort to repossess the automobile.

### **EXCLUSIONS**

This insurance does not apply:

- to any automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the declarations;
- 2. to damage which is due and confined to
  - a. wear and tear.
  - b. freezing, or
  - mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this insurance;

### 3. to loss due to:

- a. war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

d. radioactive contamination;

#### 4. to loss to

- a. any device or instrument for the recording, reproduction, or recording and reproduction of such unless such device or instrument is permanently installed in an automobile and included in the purchase price thereof;
- any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;
- **5.** under the Comprehensive and Fire and Theft coverages, to **loss** due to conversion, embezzlement or secretion by a **retail purchaser**.
- 6. to any automobile which is not reported to the Company by the named insured on or before the fifteenth day of the month next following the month in which the security interest was attached to the automobile.

### **II. LIMITS OF LIABILITY**

The limit of the company's liability for **loss** to any one **automobile** shall not exceed the least of the following amounts:

- (a) the actual cash value of such automobile at time of loss; or
- (b) what it would then cost to repair such automobile;or
- (c) the amount of the **named insured's security interest** in such **automobile** as represented by the **outstanding balance**.

### III. POLICY PERIOD; TERRITORY

This insurance applies only to **loss** of an **automobile** which occurs:

(1) during the period in which the insurance afforded by this policy applies to such **automobile** as indicated in the **named insured's** report of such **automobile** in accordance with Condition 1 of this policy; and (2) while such **automobile** is within the United States of America, its territories or possessions, Puerto Rico or Canada, or is being transported between ports thereof.

### **IV. DEFINITIONS**

When used in this policy:

"automobile" means a land motor vehicle, trailer or semitrailer, including its equipment if included in its purchase price, upon which the **named insured** holds a **security interest**;

"collision" means (i) collision of an automobile with another object or with a vehicle to which it is attached, or (ii) upset of such automobile;

"impaired" means that as a result of the loss, the value of an automobile is less than the named insured's interest in such automobile;

"loss" means direct and accidental loss of or damage;

"named insured" means the person or organization named in Item 1 of the declarations;

"outstanding balance" means the balance due on the date of loss under the finance contract which applies to the automobile to which such loss has occurred but shall not include amounts which represent any of the following:

- (a) installments which are more than 60 days past due under such finance contract on the date of loss;
- (b) interest, insurance, finance or carrying charges computed pro rata as of the date of **loss**; and
- (c) penalties or other charges which may have been added to balance due after the date of the inception of such finance contract:

"retail purchaser" means any person or organization who is in lawful possession of an automobile under a security interest;

"security interest" means the interest of the named insured in an automobile which secures the obligation owed to the named insured by a retail purchaser under a legally enforceable finance contract.

### **CONDITIONS**

### 1. ATTACHMENT OF INSURANCE; REPORTS; PREMIUM

The insurance afforded by this policy shall attach to each **automobile** on the date of the attachment of a valid and legally enforceable **security interest** to such **automobile**.

The named insured shall report each such automobile to the company, in such form as the company may require, on or before the fifteenth day of the month next following the month in which the attachment of such security interest occurs. In reporting each such automobile to the company, the named insured shall provide the following information:

- (a) the name and address of the **retail purchaser** and date of purchase of each such **automobile**;
- (b) the balance due, the number of installments in which a retail purchaser will pay balance due, the amount of each such installment and the due date of the final such installment under the finance contract applying to each such automobile;
- (c) a physical description of each such **automobile** including its purposes of use;
- (d) the coverages which are to be afforded for each such **automobile**; and
- (e) any other information which the company may reasonably require.

All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The premium for each **automobile**, to which this policy attaches, shall become due and payable when each such **automobile** is reported to the company by the named insured in accordance with this condition.

### 2. NAMED INSURED'S DUTIES IN EVENT OF LOSS

In the event of **loss** to any **automobile**, the **named insured** shall:

- (a) protect such automobile, whether or not this policy applies to the loss, and any further loss due to the named insured's failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;
- (b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;
- (c) file with the company, within 91 days after knowledge of a loss which results in the named insured's interest being impaired, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;
- (d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this policy applies and shall attend hearings, trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the **named insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this policy.

### 3. DATE OF LOSS - CONVERSION EMBEZZLE-MENT AND SECRETION COVERAGE

Any **loss** covered by this policy which is caused by conversion, embezzlement or secretion policy shall be deemed to occur on the date that the **named insured** has reported such **loss** to the company in accordance with Condition 2 of this policy.

### 4. ACTION AGAINST COMPANY

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until 30 days after proof of **loss** is filed and the amount of **loss** is determined as provided in this policy.

### 5. OTHER INSURANCE

If the **named insured** or **retail purchaser** has other insurance against a **loss** covered by this policy, the company shall not be liable under this policy for a greater proportion of such **loss** than the applicable limit of liability of this policy bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

### 6. EXAMINATION OF RECORDS

The company shall be permitted at all reasonable times to examine the books, records and files of the **named insured** for the purpose of determining any factors relating to insurance afforded by this policy.

### 7. NO BENEFIT TO BAILEE

None of the provisions of this policy shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

### 8. CHANGES

Notice to any agent, or knowledge possessed by any agent or by any other person shall not effect a waiver or a change or in any part of this policy, or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of the policy.

The **named insured** shall promptly notify the company of any transfer of interest, any change in ownership, any extension of a finance contract or any other increases in hazard with respect to an **automobile** which shall come to the knowledge of the **named insured** and shall account for and pay to the company the premium for such increased hazard.

#### 9. SUBROGATION

In the event of any payment under this policy, the company shall be subrogated to all the **named insured's** rights of recovery therefor against any person or organization and the **named insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **named insured** shall do nothing after **loss** to prejudice such rights.

The company waives the right of subrogation against the **retail purchaser** with respect to any claim paid under this policy.

### 10. VIOLATION OF POLICY BY RETAIL PURCHASER

The insurance afforded by this policy shall not be invalidated by any act or neglect of any **retail purchaser**.

#### 11. CANCELLATION

### (a) Master Policy

This master policy may be cancelled by the **named insured** by surrender thereof to the company or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This master policy may be cancelled by the company by mailing to the **named insured** written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Cancellation of this master policy by either the **named insured** or the company shall not prejudice such insurance as may still be in effect for any **automobile** at the time of such cancellation.

When the insurance on each **automobile** has expired in concurrence with the satisfaction of the **named insured's** interest therein or when such insurance has otherwise been terminated, this master policy shall be returned to the company for cancellation.

### (b) Individual Automobiles

The named insured may cancel the insurance afforded for any individual automobile by mailing to the company written notice stating when thereafter such cancellation shall be effective. The company may cancel the insurance afforded for any such individual automobile by mailing to the named insured and the retail purchaser written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

Upon cancellation by the **named insured** the earned premium shall be computed short rate in accordance with the Special Single Interest Pro Rata and Short Rate Cancellation Table. Upon cancellation by the company, the earned premium shall be computed pro rata in accordance with the Special Single Interest Pro Rata and Short Rate Cancellation Table.

n witness whereof, the Blank Insurance	company has cause	d this policy to be signed by its presiden	t and
a secretary at	, and countersigned of	on the declarations page by a duly author	orized
agent of the company.			
(Facsimile of Signatur	e)	(Facsimile of Signature)	
Secretary		President	

### **BLANK FIRE INSURANCE COMPANY**

Policy No.

	DECLARATIONS—SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY (Finance Master Policy Form)				
INSUF	RANC	E AND DOES NOT C	BODILY INJURY LIABILITY OR PROPERTY DAMAGE LIABILITY COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW OR ANY R NO-FAULT COVERAGES.		
Item	1.	NAMED INSURED:			
		Street:	Town and State:		
	2.	as defined in the polic	by this policy is only with respect to such of the Single Interest coverages by, and under each such coverage to the <b>automobiles</b> described in the rt of such <b>automobiles</b> , rendered to the company in accordance with Consuch reports.		
			ny's liability as to each <b>automobile</b> shall be as stated herein, subject to all be having reference thereto.		
	3.		s policy are completed on the reports rendered to the company the <b>named</b> with Condition 1 of this policy.		
			Countersigned by		

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. SINGLE INTEREST DEDUCTIBLES

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

GIOW.	
Endorsement effective	Policy No.
Named Insured	
	Countersigned by
	(Authorized Representative)
Coverage	Deductible (As indicated by " X ")
Comprehensive	\$100 \$250
Collision	\$100 \$250
Fire and Theft	\$100 \$250
It is agreed that with respect to an <b>automobile</b> to which named in the schedule of this endorsement, and subject to	
Payment for each loss shall be only for the amount in exc	cess of any deductible indicated in the Schedule

Payment for each **loss** shall be only for the amount in excess of any deductible indicated in the Schedule.

# DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUALS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

### **SCHEDULE**

Name Of Individual:				
Liability	Limit:	\$	Premium: \$	
Auto Medical Payments	Limit:	\$	Premium: \$	
Comprehensive	Deductible:	\$	Premium: \$	
Collision	Deductible:	\$	Premium: \$	
Uninsured Motorists	Limit:	\$	Premium: \$	
<b>Underinsured Motorists</b>	Limit:	\$	Premium: \$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

**Note** – When Uninsured Motorists Coverage is provided at limits higher than the basic limits required by a financial responsibility law, Underinsured Motorists Coverage is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

**A.** This endorsement changes only those coverages where a premium is shown in the Schedule.

### B. Changes In Liability Coverage

- Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:
  - **a.** Any "auto" owned by that individual or by any member of his or her household.

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

### **2.** The following is added to **Who Is An Insured**:

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

### C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to Who Is An Insured:

Any individual named in the Schedule and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

### D. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

- 1. Any "auto" owned by that individual or by any member of his or her household.
- **2.** Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

### E. Additional Definition

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

### FIDUCIARY LIABILITY OF BANKS

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This policy is changed as follows:

- A. Changes In Liability Coverage
  - 1. The following exclusion is added:

This insurance does not apply to:

Liability of the "insured" as fiduciary arising from "bodily injury" or "property damage" that occurred before you first had the right or duty to act in a fiduciary capacity in which the "insured" is liable.

The following is added to Who Is An Insured:

Any "employee" of yours is an "insured" for any covered "auto" not owned by you, by such "employee" or by any members of his or her household but only while the covered "auto" is used in your business.

B. Changes In Conditions

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the "insured's" right of exoneration or reimbursement from property for which the "insured" is a fiduc ary.

# GOVERNMENTAL BODIES AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Any land motor vehicle or "trailer" you own or lease that is designed for travel on public roads is an "auto" and not "mobile equipment" if the sole reason for considering it "mobile equipment" is such vehicle is used solely on roads you own.

# HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date:	
	SCHEDULE
Description Of Auto:	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- **A.** Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease.
- **B.** Changes In Liability Coverage

For an "auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the owner or lessor named in the Schedule. However, the owner or lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

**1.** You;

Named Insured:

- 2. Any of your "employees" or agents; or
- **3.** Any person, except the owner or lessor or any "employee" or agent of the owner or lessor, operating an "auto" with the permission of any of **B.1.** and/or **B.2.** above.

### INDIVIDUAL NAMED INSURED - DEALERS ONLY

This endorsement modifies insurance provided under the following:

### **GARAGE COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The policy is changed as follows:

The words "you" and "your" include your spouse if a resident of the same household except for notice left cance lation.

### RENTAL REIMBURSEMENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

### **SCHEDULE**

			mum Payı Covered "		
Coverage	Designation Or Description Of Covered "Autos" To Which This Insurance Applies	Any One Day	No. Of Days	Any One Period	Premium
Comprehensive		\$		\$	\$
Collision		\$		\$	\$
Specified Causes Of Loss		\$		\$	\$
			Т	otal Premium	\$
Information require	ed to complete this Schedule, if no	t shown above.	will be sho	own in the Decl	arations.

- **A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.
- **B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- 2. The number of days shown in the Schedule.
- **D.** Our payment is limited to the lesser of the following amounts:
  - **1.** Necessary and actual expenses incurred.
  - The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- **E.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

### STATED AMOUNT INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

### **SCHEDULE**

			d by the following deductible(s):	D
Vehicle Number	Coverage	Limit Of	Insurance And Deductible	Premium
		\$	Limit Of Insurance	\$
		\$	Deductible	
		\$	Limit Of Insurance	\$
		\$	Deductible	
		\$	Limit Of Insurance	\$
		\$	Deductible	
		•	Total Premium	\$

#### NOTE

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limit Of Insurance and Deductible Provisions which follow.

Designation Or Description Of Covered "Autos"					
Vehicle Number Model Year Trade Name And Mode					

- **A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B. For a covered "auto" described in the Schedule, Physical Damage Coverage – Limit Of Insurance is replaced by the following:

### **Limit Of Insurance**

- 1. The most we will pay for "loss" in any one "accident" is the least of the following amounts:
  - The actual cash value of the damaged or stolen property as of the time of the "loss";
  - The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
  - c. The Limit of Insurance shown in the Schedule.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### C. Deductible

- **1.** For each covered "auto", our obligation to pay:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Schedule:
  - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or
  - c. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit of Insurance shown in the Schedule.
- **2.** Any Comprehensive Coverage Deductible shown in the Schedule does not apply to "loss" caused by fire or lightning.

### TAPES, RECORDS AND DISCS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

### **SCHEDULE**

Designation Or Description Of Covered "Autos"	Additional Premium
	\$
	\$
	\$
Information required to complete this Schedule, if not shown above,	will be shown in the Declarations.

- A. This endorsement provides coverage only to a covered "auto" described or designated in the Schedule.
- **B.** The **Physical Damage Coverage** Section is amended as follows:
  - The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.
- 2. The following is added to Paragraph A. Coverage:

Under Comprehensive Coverage, we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- **a.** Are your property or that of a family member; and
- **b.** Are in a covered "auto" at the time of "loss". The most we will pay for "loss" is \$200.
- **C.** No Physical Damage Coverage deductible applies to this coverage.

# SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".

## **GARAGEKEEPERS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:		
Endorsement Effective Date:		

#### **SCHEDULE**

Location Number	Address Where You Conduct Garage Operations	(Main Location)
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	

Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Collision	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto	

<b>Location Number</b>	Address Where You Conduct Garage Operations		
Coverages		Limit Of Insurance And Deductible	Premium
Comprehensive	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	

Collision	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's	
	Auto	

Location Number	Address Where You Conduct Garage Ope	erations
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Collision	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto	

Total Premium For All Locations	\$
Information required to complete this Schedule, if not shown above, will be shown in t	he Declarations.

#### **Direct Coverage Options**

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

#### Excess Insurance

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

#### **Primary Insurance**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

- **A.** This endorsement provides only those coverages:
  - 1. Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and
  - 2. For the location shown in the Schedule.

#### B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

#### a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

#### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

#### c. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.
- 2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

#### 3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

#### 4. Coverage Extensions

The following applies as Supplementary Payments. We will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- **c.** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### C. Exclusions

 This insurance does not apply to any of the following:

#### a. Contractual Obligations

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

#### b. Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

#### c. Defective Parts

Defective parts or materials.

#### d. Faulty Work

Faulty "work you performed".

- 2. We will not pay for "loss" to any of the following:
  - a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".
  - **b.** Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.
  - c. Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
  - d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- 3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### D. Limits Of Insurance And Deductibles

- 1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:
  - a. Collision; or
  - b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:
    - (1) Theft or mischief or vandalism; or
    - (2) All perils.
- 2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:
  - a. Theft or mischief or vandalism; or
  - **b.** All perils.
- Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

#### E. Additional Definitions

As used in this endorsement:

- "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safe-keeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households, who pay for services performed.
- 2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

- 3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
- 4. "Work you performed" includes:
  - **a.** Work that someone performed on your behalf; and
  - **b.** The providing of or failure to provide warnings or instructions.

POLICY NUMBER: COMMERCIAL AUTO

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SPLIT LIABILITY LIMITS - GARAGES

This endorsement modifies insurance provided under the following:

#### GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective			
Named Insured		Counte	ersigned By
	SCHE	DULE	(Authorized Representative)
"Bodily Injury" Liability:		\$ \$	Each Person Each "Accident"
"Property Damage" Liability:		\$	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The LIABILITY COVERAGE Limit of Insurance is replaced by the following:

Regardless of the number of covered "autos," insureds," premiums paid, claims made or vehicles involved in the "accident," the limit of insurance is as follows:

- 1. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident," including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury," is the limit of "Bodily Injury" Liability shown in the Schedule for each person.
- 2. Subject to the limit for each person the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Schedule for each "accident."

- 3. The most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" Liability shown in the Schedule.
  - However, we will deduct \$100 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed."
  - All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

# SPLIT LIABILITY LIMITS FOR GOVERNMENTAL SUBDIVISIONS – OKLAHOMA

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

The **Liability Coverage** Limit Of Insurance is replaced by the following:

Regardless of the number of covered "autos", "insureds", premiums paid, claims-made or vehicles involved in the "accident", the limit of insurance is as follows:

- 1. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury" is \$125,000. Except however, the most we will pay for the state or any city or county with a population of three hundred thousand or more according to the latest federal Decennial Census shall not exceed \$175,000.
- 2. The most we will pay for all damages resulting from "property damage" to any one person caused by any one "accident" is \$25,000.
- 3. Subject to 1. and 2. above, the most we will pay for all damages resulting from any one "accident" is \$1,000,000.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

### **EMPLOYEE AS LESSOR**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

Named Insured:

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

1.00.00
Endorsement Effective Date:
SCHEDULE
Description Of "Auto":
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- **A.** Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease.
- **B.** While any covered "auto" described in the Schedule is leased to you by one of your "employees", Who Is An Insured is changed to include that "employee" as an "insured".

# POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – GARAGE COVERAGE FORM

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Liability Coverage is changed as follows:

- Paragraph a. of the Pollution Exclusion Applicable To "Garage Operations" Covered "Autos" applies only to liability assumed under a contract or agreement.
- With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.

#### **B.** Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of **Section VI – Definitions** is replaced by the following:

- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

# GARAGEKEEPERS COVERAGE – CUSTOMERS' SOUND-RECEIVING EQUIPMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

#### **SCHEDULE**

<b>Location Number</b>	Address Where You Conduct Garage Operations (Main Location)	
	Customers' Sound-receiving Equipment	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	]\$
Excluding Theft	\$ Deductible For Each Customer's Auto For Loss Caused By Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Mischief Or Vandalism In Any One Event	
Collision	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations		
Coverages	Customers' Sound-receiving Equipment Limit Of Insurance And Deductible	Premium	
Comprehensive Excluding Theft	\$ Limit Of Insurance \$ Deductible For Each Customer's Auto For Loss Caused By Mischief Or Vandalism	\$	
	\$ Maximum Deductible For Loss Caused By Mischief Or Vandalism In Any One Event		
Collision	\$ Limit Of Insurance \$ Deductible For Each Customer's Auto	\$	

Location Number	Address Where You Conduct Garage Operations		
Coverages	Customers' Sound-receiving Equipment Limit Of Insurance And Deductible	Premium	
Comprehensive Excluding Theft	\$ Limit Of Insurance  Deductible For Each Customer's  Auto For Loss Caused By Mischief  Or Vandalism	_ \$	
	\$ Maximum Deductible For Loss Caused By Mischief Or Vandalism In Any One Event	-	
Collision	\$ Limit Of Insurance Deductible For Each Customer's Auto	\$	

Total Premium For All Locations	\$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### **DIRECT COVERAGE OPTIONS**

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

#### **EXCESS INSURANCE**

If this box is checked, Garagekeepers Coverage – Customers' Sound-receiving Equipment remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to "sound-receiving equipment" in a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

#### PRIMARY INSURANCE

If this box is checked, Garagekeepers Coverage – Customers' Sound-receiving Equipment is changed to apply without regard to your or any other "insured's" legal liability for "loss" to "sound-receiving equipment" in a "customer's auto" and is primary insurance.

- **A.** This endorsement provides only those coverages:
  - Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and
  - 2. For the location shown in the Schedule.

#### B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to "sound-receiving equipment" in a "customer's auto" left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing the "customer's auto" in your "garage operations" under:

# a. Comprehensive Coverage Excluding Theft

From any cause except:

- The "customer's auto's" collision with another object;
- (2) The "customer's auto's" overturn; or
- (3) Theft or conversion of the "customer's auto" or its "sound-receiving equipment".

#### b. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.
- 2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

#### C. Who Is An Insured

The following are "insureds" for "loss" to "sound-receiving equipment" in a "customer's auto":

- **1.** You.
- 2. Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

#### D. Coverage Extensions

The following applies as Supplementary Payments. We will pay for the "insured":

1. All expenses we incur.

- 2. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- 4. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- 5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### E. Exclusions

 This insurance does not apply to any of the following:

#### a. Contractual Obligations

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

#### b. Theft

"Loss" due to theft or conversion of the "sound-receiving equipment" or the "customer's auto" in which it is installed.

#### c. Defective Parts

Defective parts or materials.

#### d. Faulty Work

Faulty "work you performed".

- 2. We will not pay for "loss" to any of the following:
  - a. "Sound-receiving equipment" unless permanently installed in a "customer's auto".
  - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

- 3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### F. Limits Of Insurance And Deductibles

- Regardless of the number of "sound-receiving equipment" items in a "customer's auto", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Sound-receiving Equipment Limit of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductible for "loss" caused by collision or mischief or vandalism.
- The maximum deductible stated in the Schedule for Comprehensive Coverage Excluding
   Theft is the most that will be deducted for all "loss" in any one event caused by mischief or vandalism.
- 3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that portion of the deductible that we paid.

#### G. Additional Definitions

As used in this endorsement:

- "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safe-keeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households, who pay for services performed.
- 2. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos", and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
- 3. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.
- 4. "Sound-receiving equipment" means permanently installed sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories.
- **5.** "Work you performed" includes:
  - **a.** Work that someone performed on your behalf; and
  - **b.** The providing of or failure to provide warnings or instructions.

# AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

#### **SCHEDULE**

Description Of Covered "Auto"	Each "Accident" Limit	Additional Premium	
	\$	\$	
	\$	\$	
	\$	\$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

The Physical Damage Coverage section is amended as follows:

The sub-limit in Paragraph **C.2.** of the Limit Of Insurance Provision is in addition to the Each "Accident" Limit shown in the Schedule of this endorsement.

# LOSS PAYABLE CLAUSE – AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	
	SCHEDULE

Description Of Covered "Auto"	Each "Accident" Limit	Additional Premium		
	\$	\$		
	\$	\$		
	\$	\$		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

The Physical Damage Coverage section is amended as follows:

- **A.** We will pay, as interest may appear, you and the loss payee named above the Each "Accident" Limit for a covered "auto" shown in the Schedule of this endorsement in addition to the sublimit in Paragraph **C.2.** of the Limit Of Insurance provision.
- **B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- **C.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

Loss Payee:

### OPTIONAL LIMITS – LOSS OF USE EXPENSES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

#### **SCHEDULE**

Amount Per Day	Maximum	Premium		
\$	\$	\$		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

The Coverage Extension for Loss Of Use Expenses in Paragraph A.4.b. in the Business Auto, Business Auto Physical Damage, Motor Carrier and Truckers Coverage Forms and Paragraph A.3. in the Garage Coverage Form of the Physical Damage Coverage Section are replaced by the following:

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is the amount shown in the Schedule.

# **GARAGE DECLARATIONS**

#### **ITEM ONE**

Company Name:	Producer Name:			
Named Insured:	Mailing Address:			
Policy	Period			
From:				
	tandard Time at your mailing address shown above			
Previous Policy Number:				
Form Of Business:  Corporation Partnership  Cother:	ty Company Individual			
In return for the payment of the premium, and subject to the insurance as stated in this policy.  Premium shown is payable at inception:  Audit Period (If Applicable):  Annually	all the terms of this policy, we agree with you to provide  Semiannually Quarterly Monthly			
Audit Period (II Applicable). Allifually	Semiannually Quarterly Monthly			
Endorsements Atta	-			
IL 00 17 – Common Policy Conditions (IL 01 46 in Wash IL 00 21 – Broad Form Nuclear Exclusion (Not applicable	<b>5</b> ,			
Countersignature Of Authorized Representative				
Name:				
Title:				
Signature:				
Date:				

#### NOTE:

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

#### **ITEM TWO**

#### **Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form next to the name of the coverage. Entry of a symbol next to Liability provides coverage for "garage operations".

Coverages	Covered Autos	Limit	Premium
Liability		Each "Accident" "Garage Operations"  \$ Auto Only \$ Other Than Auto Only  Aggregate – "Garage Operations"  \$ Other Than Auto Only	\$
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident	\$
Medical Payments		\$	\$

ITEM TWO
Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$
Garagekeepers Comprehensive Coverage		Separately	\$
Garagekeepers Specified Causes Of Loss Coverage		Stated For Each Location In Item Six	\$
Garagekeepers Collision Coverage		III Itelli Oix	\$
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible  For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Seven For Dealers Autos.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible  For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Seven For Dealers Autos.	<b>\$</b>
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto	\$
		See Item Seven For Dealers Blanket Collision Autos.	

	Premium For Endorsements	\$
	Estimated Total Premium*	\$
*This policy may be subject to final audit.		

#### **ITEM THREE**

#### **Locations Where You Conduct Garage Operations**

Location Number	Address (State your main business location first.)

#### **ITEM FOUR**

**Liability Coverage – Premiums** 

Location Number:		
Classes Of Operators	Number Of Persons	Rating Units
Class I – Employees Regular Operators		
Class I – Employees All Others		
Class II – Nonemployees Under Age 25		
Class II – Nonemployees Age 25 Or Over		
All Employees (Only For Trailer Dealers)		
	Total Rating Units	
Premiums		
Liability Premium	\$	
Personal Injury Protection Premium	\$	
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (Virginia Only)	\$	
Income Loss Benefits Premium (Virginia Only)	\$	

Location Number:	Novel or Of	
Classes Of Operators	Number Of Persons	Rating Units
Class I – Employees Regular Operators		
Class I – Employees All Others		
Class II – Nonemployees Under Age 25		
Class II – Nonemployees Age 25 Or Over		
All Employees (Only For Trailer Dealers)		
	Total Rating Units	

#### **ITEM FOUR**

### Liability Coverage – Premiums (Cont'd)

Premiums				
Liability Premium	\$			
Personal Injury Protection Premium	\$			
Property Protection Insurance Premium (Michigan Only)	\$			
Medical Expense Benefits Premium (Virginia Only)	\$			
Income Loss Benefits Premium (Virginia Only)	\$			

Location Number:		
Classes Of Operators	Number Of Persons	Rating Units
Class I – Employees Regular Operators		
Class I – Employees All Others		
Class II – Nonemployees Under Age 25		
Class II – Nonemployees Age 25 Or Over		
All Employees (Only For Trailer Dealers)		
	Total Rating Units	
Premiums		
Liability Premium	\$	
Personal Injury Protection Premium	\$	
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (Virginia Only)	\$	
Income Loss Benefits Premium (Virginia Only)	\$	

Total Premium For All Locations	\$ \$
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#### **ITEM FOUR**

Liability Coverage - Premiums (Cont'd)

#### **DEFINITIONS**

Class I - Employees

**Regular Operator:** Proprietors, partners and officers active in the "garage operations", salespersons,

general managers, service managers, any "employee" whose principal duty involves

the operation of covered "autos" or who is furnished a covered "auto"

All Others: All other "employees"

#### NOTE:

1. Part-time "employees" working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.

2. Part-time "employees" working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

#### Class II - Nonemployees

Any of the following persons who are regularly furnished with a covered "auto": inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

#### **ITEM FIVE**

#### **Liability Coverage For Your Customers**

Unless indicated by "X" below, limited liability coverage argraph a.(2)(d) of Who Is An Insured under Section			customers i	n accordance	with
If this box is checked, Paragraph <b>a.(2)(d)</b> of Who Is apply.	An Insured und	er Section	II – Liability (	Coverage does	not

ITEM SIX
Garagekeepers Coverages And Premiums

Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
-	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
<b>Specified Causes</b>	\$ Limit Of Insurance	\$
Of Loss	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Collision	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto	

ITEM SIX
Garagekeepers Coverages And Premiums (Cont'd)

Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
·	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes	\$ Limit Of Insurance	\$
Of Loss	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Collision	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto	

ITEM SIX
Garagekeepers Coverages And Premiums (Cont'd)

Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
•	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	Ť
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes	\$ Limit Of Insurance	\$
Of Loss	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Collision	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto	

Total Premium For All Locations	\$
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#### **ITEM SIX**

#### **Garagekeepers Coverages And Premiums (Cont'd)**

#### **Direct Coverage Options**

Indicate below with an "X" which, if an	y, Direct Coverage Option is selected.
---	--

#### **Excess Insurance**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

#### **Primary Insurance**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

#### **ITEM SEVEN**

# Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis

Each of the following Physical Damage Coverages that is indicated in Item Two applies only to the types of "autos" and interests indicated below by "X".

	Types Of Autos		Interests Covered			
Coverages	New Autos	Used Autos, Demonstrators And Service Vehicles	Your Interest In Covered Autos You Own	Your Interest Only In Financed Covered Autos	Your Interest And The Interest Of Any Creditor Named As A Loss Payee	All Interests In Any Auto Not Owned By You Or Any Creditor While In Your Possession On Consignment For Sale
Comprehensive						
Specified Causes Of Loss						
Collision						

ITEM SEVEN

Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis (Cont'd)

Location Number: Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	·
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes	\$ Limit Of Insurance	\$
Of Loss	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	

ITEM SEVEN

Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis (Cont'd)

Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
·	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes	\$ Limit Of Insurance	\$
Of Loss	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	

#### **ITEM SEVEN**

Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis (Cont'd)

Location Number Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
<b>Specified Causes</b>	\$ Limit Of Insurance	\$
Of Loss	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Blanket Collision	\$ Limit Of Insurance	\$
(All Locations)	\$ Deductible For Each Covered Auto	

Total Premium For All Locations	\$
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Our limit of insurance for "loss" at locations other than those stated in Item Three:	
\$ Additional locations where you store covered "autos"	
\$ In transit	

ITEM SEVEN
Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis (Cont'd)
Premium Basis – Reporting (Quarterly or Monthly) or Nonreporting (Indicate Basis Agreed Upon by "X".)
Reporting Basis (Quarterly or Monthly as indicated below by "X")  You must report to us on our form the location of your covered "autos" and their total value at each such
location. For your main sales location identified as location Number 1, you must include the total value of all covered "autos" you have furnished or made available to yourself, your executives, your "employees" or family members and other Class II – Nonemployees, and covered "autos" that are temporarily displayed or stored at locations other than those stated in Item Three. For your main sales location you must include the total value of all service vehicles.
Your Reporting Basis Is:
Quarterly
You must give us your first report by the 15th of the fourth month after the policy begins. Your subsequent reports must be given to us by the 15th of every third month. Your reports must contain the value for the last business day of every third month coming within the policy period.
Monthly
You must give us your reports by the 15th of every month. Your reports will contain the total values you had on the last business day of the preceding month.
Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums shown above will be credited against the final premium due.
Nonreporting Basis
Stated limit of insurance shown above applies.
Loss Payee – Any loss is payable as interest may appear to you and:
ITEM EIGHT
Medical Payments Coverage (Refer To Item Nine For Covered Autos Insured On A Specified Car Basis.)

Premium
\$
\$
\$

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis

Covered Au						
Town And S	State Where The	Covered Auto Will Be I	Principally Gar	aged:		
Covered Auto Description						
Year:	Model:		Trade Na	ıme:		
Body Type:			Serial Nu	ımber (S):		
/ehicle Ider	ntification Number	er (VIN):				
		Pur	chased			
Original Co	st New:	\$				
Actual Cost	New Or Used:	\$		lew Used		
		Class	sification			
Business Use Size GVW, Radius s=service GCW Or Of r=retail Vehicle Seating Age Rating Operation c=commercial Capacity Group Classification Code						
All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:						

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)

Coverages – Premiums, Limits And Deductibles  (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)					
Coverages	Limit	Premium			
Liability	\$	\$			
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$			
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$			
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus  \$ Deductible	\$			
Auto Medical Payments	\$	\$			
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$			
Comprehensive	Stated In Item Two Minus \$ Deductible	\$			
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$			
Collision	Stated In Item Two Minus \$ Deductible	\$			

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)

Covered Au	Covered Auto Number:						
Town And State Where The Covered Auto Will Be Principally Garaged:							
	Covered Auto Description						
Year:	Model:		Trade Na	me:			
Body Type:			Serial Nu	mber (S):			
Vehicle Iden	tification Numbe	er (VIN):					
		Purc	hased				
Original Cos	st New:	\$	<u> </u>	<u> </u>			
Actual Cost	New Or Used:	\$	N	ew Used			
		Class	ification				
Business Use Size GVW, Radius Of Of Cerommercial Size GVW, GCW Or Vehicle Seating Cerommercial Capacity Secondary Rating Capacity Capacity Code							
All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:							

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)

(Absence of a de	Coverages – Premiums, Limits ductible or limit entry in any column be in the corresponding Item Two col	low means that t	he limit or deductible entry
Coverages	Limit		Premium
Liability	\$		\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible		\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement		\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus  \$ Deductible		\$
Auto Medical Payments	\$		\$
Medical Expense And Income Loss Benefits (Virginia Only)			\$
Comprehensive	Stated In Item Two Minus \$ Deductible		\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible		\$
Collision	Stated In Item Two Minus \$ Deductible		\$
Covered Auto Number	: e The Covered Auto Will Be Principa	ly Garaged:	
Town And State When	·		
	Covered Auto Description		
Year: Mode	el: Trade Name:		
Body Type: Serial Number (S)		<u> </u>	
Vehicle Identification I	Number (VIN):		
Purchased			
Original Cost New: \$			
Actual Cost New Or Used: \$ New Used			

#### **ITEM NINE**

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)

	Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code			

All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

(Absence of a de	Coverages – Premiums, Limits And Deductib ductible or limit entry in any column below means that in the corresponding Item Two column applies inst	the limit or deductible entry
Coverages	Limit	Premium
Liability	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$

#### **ITEM NINE**

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)

Total Premiums				
Liability	\$			
Personal Injury Protection	\$			
Added Personal Injury Protection	\$			
Property Protection Insurance (Michigan Only)	\$			
Auto Medical Payments	\$			
Medical Expense And Income Loss Benefits (Virginia Only)	\$			
Comprehensive	\$			
Specified Causes Of Loss	\$			
Collision	\$			

Covered Auto Number	Person Or Organization To Which The Covered Auto Has Been Furnished (Do not include Covered Autos which have been furnished to Class I or Class II operators.)

#### **ITEM TEN**

Liability Premium For Pickup And Delivery Of Autos - Non-franchised Dealers Only

Number Of Driver Trips	Premium
51-200 Miles	\$
Over 200 Miles	\$
Total Premium	\$

#### **BUSINESS AUTO PHYSICAL DAMAGE DECLARATIONS**

#### **ITEM ONE**

Company Name:	Producer Name:								
Named Insured:	Mailing Address:								
Policy	Policy Period								
From:									
To: At 12:01 AM	Standard Time at your mailing address shown above								
Previous Policy Number:									
<u> </u>	1								
Form Of Business:									
	lity Company Individual								
Partnership Other:									
In return for the payment of the premium, and subject to the insurance as stated in this policy.  Premium shown is payable at inception:  Audit Period (If Applicable):  Annually	all the terms of this policy, we agree with you to provide  Semiannually Quarterly Monthly								
Addit i eriod (ii / ppinodole).	quarterly including								
Endorsements Atta	ched To This Policy								
IL 00 17 - Common Policy Conditions (IL 01 46 in Wash	ington)								
Countersignature Of Authorized Representative									
Name:									
Title:									
Signature:									
Date:									

#### NOTE:

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

#### **ITEM TWO**

#### **Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Physical Damage Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible  For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered Auto See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto	\$
	-	Premium For Endorsements	\$
		Estimated Total Premium*	\$
*This policy may be	e subject to f	nal audit.	

#### **Schedule Of Covered Autos You Own**

Covered Au	to Num	ber:							
Town And State Where The Covered Auto Will Be Principally Garaged:									
Covered Auto Description									
Year:	Year: Model: Trade Name:								
Body Type: Serial Number (S):									
Vehicle Iden	Vehicle Identification Number (VIN):								
			Pı	urchase	d				
Original Cos	st New:		\$						
Actual Cost	New O	Used:	\$			New	Used		
			Clas	ssificat	ion	ı			
Radius Of Operation	s=se r=r	ess Use ervice etail mercial	Size GVW, GCW Or Vehicle Seating Capacity	Age	Group	Se	econdary Rating Classification	Code	
			, , , , , , , , , , , , , , , , , , ,	9					
			sical Damage Loss Is s In The Auto At The T				d The Loss Payee N	Named Below	
(Abse	ence of a		Coverages – Premiumole or limit entry in any on the corresponding Iter	column	below m	eans	that the limit or ded	uctible entry	
Covera	ges		Limit				Pren	nium	
Comprehens	Stated In Item Two Minus  \$ Deductible			\$					
Specified Causes Of Loss Stated In Item Two Minus Deductible			\$						
Collision Stated In Item Two Minus Deductible		ctible		\$					
Towing And	Labor	\$		Per D	isablem	ent	\$		

Schedule Of Covered Autos You Own (Cont'd)

Covered Au	to Numb	er:						
Town And S	tate Who	ere The	Covered Auto Will B	e Princ	ipally G	arage	ed:	
			Covered	Auto D	escript	ion		
Year:	Year: Model: Trade N							
Body Type:					Serial	Numb	oer (S):	
Vehicle Iden	tificatio	n Numb	er (VIN):					
Purchased Original Cost Nove								
Original Cost New: \$								
Actual Cost New Or Used: \$ New Used								
Classification								
Radius Of	Busine s=ser r=re	rvice etail	Size GVW, GCW Or Vehicle Seating				condary Rating	
Operation	c=com	mercial	Capacity	Age C	Froup	(	Classification	Code
			sical Damage Loss Is s In The Auto At The				nd The Loss Payee	Named Below
(Abse	ence of a		Coverages – Premion of the corresponding Items	column	below	mean	s that the limit or de	ductible entry
Covera	ges		Limit				Pre	mium
			Stated In Item Two Minus		Deductible		\$	
Specified Causes Of Loss Stated		itated In Item Two Minus Ded		ıctible		\$		
Collision Stated In Item		In Item Two Minus	us Deductible			\$		
Towing And	Labor	\$		Per D	isablem	ent	\$	

Schedule Of Covered Autos You Own (Cont'd)

Covered Au	to Numb	er:						
Town And S	tate Wh	ere The	Covered Auto Will B	Be Principa	ally G	arage	ed:	
			Covered	l Auto Des	cripti	ion		
Year:	Year: Model: Trade N							
Body Type:				S	erial I	Numb	oer (S):	
Vehicle Iden	tificatio	n Numb	er (VIN):					
Purchased								
Original Cos	Original Cost New: \$							
Actual Cost New Or Used: \$ New Used								
			CI	assificatio	n	-		
Radius Of	r=re	rvice etail	Size GVW, GCW Or Vehicle Seating			Se	condary Rating	
Operation	c=com	mercial	Capacity	Age Gro	oup	(	Classification	Code
Except For According T	Towing, To Their	All Phys Interest	sical Damage Loss Is s In The Auto At The	s Payable Time Of T	To Yα Γhe L	ou Ar	nd The Loss Payee	Named Below
(Abse	ence of a		Coverages – Premion of the corresponding Items	/ column be	elow r	mean	s that the limit or de	eductible entry
Covera	ges		Limit				Pre	mium
			tated In Item Two Minus		Deductible		\$	
Specified Causes Of Loss Stated		Stated In Item Two Minus De		Deductible		\$		
Collision Stated \$		Stated In Item Two Minus \$ Dedu		ble		\$		
Towing And	Labor	\$		Per Disa	blem	ent	\$	

## ITEM FOUR Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Coverages	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$	\$
		\$ Deductible		
		For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning		
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$	\$
		\$ Deductible		
		For Each Covered Auto For Loss Caused By Mischief Or Vandalism		
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$	\$
		\$ Deductible		
		For Each Covered Auto		
Total Premium				\$

ITEM FOUR
Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Pr	ıysıcaı	Damage Coverages – Cost	Of Hire Rating	Basis For Mobile	e Or Farm Equip	oment
			Cost Of Hire (Excluding A	ed Annual For Each State utos Hired With river)	Premium	
Cover- ages	State	Limit Of Insurance	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Compre- hensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$	\$	\$	\$
		\$ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning				
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto	\$	\$	\$	\$
	1	<u>'</u>		Total Premiums	\$	\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

### **MOTOR CARRIER DECLARATIONS**

#### **ITEM ONE**

Company Name:	Producer Name:		
Named Insured:	Mailing Address:		
Policy	Period		
From:			
	Standard Time at your mailing address shown above		
Previous Policy Number:			
Form Of Business:  Corporation Partnership  Cother:	Company Individual		
In return for the payment of the premium, and subject to the insurance as stated in this policy.  Premium shown is payable at inception: \$ Audit Period (If Applicable): Annually	all the terms of this policy, we agree with you to provide  Semiannually Quarterly Monthly		
Endorsements Attac	ched To This Policy:		
IL 00 17 - Common Policy Conditions (IL 01 46 in Wash	-		
IL 00 21 – Broad Form Nuclear Exclusion (Not Applicabl	e in New York)		
Countersignature Of Authorized Representative			
Name:			
Title:			
Signature:			
Date:			

#### Note

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

#### **ITEM TWO**

#### **Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Motor Carrier Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
Liability		\$	\$
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus  Deductible	\$
Auto Medical Payments		For Each Accident \$	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$

ITEM TWO
Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium		
Trailer Interchange Comprehensive		Least Of Actual Cash Value, Cost Of Repair, Or \$ Limit Of Insurance	\$		
Coverage		\$ Deductible For Each Covered Trailer			
Trailer		Least Of Actual Cash Value, Cost Of Repair, Or	\$		
Interchange Specified		\$ Limit Of Insurance  \$ Deductible For Each			
Causes Of Loss Coverage		S Deductible For Each Covered Trailer			
Trailer		Least Of Actual Cash Value, Cost Of Repair, Or	\$		
Interchange Collision		\$ Limit Of Insurance  \$ Deductible For Each			
Coverage		Deductible For Each Covered Trailer			
Physical Damage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$		
Comprehensive Coverage		\$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning			
		See Item Four for Hired or Borrowed Autos.			
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$		
		See Item Four for Hired or Borrowed Autos.			
Physical Damage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$		
Collision Coverage		\$ Deductible For Each Covered Auto			
		See Item Four for Hired or Borrowed Autos.			
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto	\$		
			\$		
	I	Premium For Endorsements	\$		
	Estimated Total Premium* \$				
*This policy may b	e subject to	final audit.			

#### **Schedule Of Covered Autos You Own**

Covered Au	Covered Auto Number:				
Town And S	Town And State Where The Covered Auto Will Be Principally Garaged:				
		Covered A	Auto Descriptio	on	
Year:	Model:		Trade N	ame:	
Body Type:			Serial N	umber (S):	
Vehicle Ider	ntification Number	er (VIN):			
		P	urchased		
	Original Cost New: \$ Actual Cost New Or Used: \$ New Used				
		Cla	ssification		
Business Use Size GVW, Radius S=service Of Of C=retail Operation C=commercial Capacity Secondary Rating Capacity Group Classification Code					
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:					

## ITEM THREE Schedule Of Covered Autos You Own (Cont'd)

(Absence of a de	Coverages – Premiums, Limits And De eductible or limit entry in any column below mear in the corresponding Item Two column appl	ns that the limit or deductible entry
Coverages	Limit	Premium
Liability	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Perso	n \$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing And Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Au	Covered Auto Number:				
Town And S	Town And State Where The Covered Auto Will Be Principally Garaged:				
		Covered Au	to Descriptio	on	
Year:	Model:		Trade N	ame:	
Body Type:			Serial N	umber (S):	
Vehicle Ider	ntification Numbe	er (VIN):			
		Pur	chased		
	Original Cost New: \$ Actual Cost New Or Used: \$ New Used				
		Class	ification		
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:					

# ITEM THREE Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles  (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)			
Coverages	Limit		Premium
Liability	\$	!	\$
Personal Injury Protection	Stated In Each Personal Injury P Endorsement Minus \$ Dedu	rotection uctible	\$
Added Personal Injury Protection	Stated In Each Added Personal I Protection Endorsement	njury	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Endorsement Minus  \$ Dedu	n Insurance	\$
Auto Medical Payments	\$	;	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense A Loss Benefits Endorsement For		\$
Comprehensive	Stated In Item Two Minus \$ Dedu	ıctible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Dedu	ıctible	\$
Collision	Stated In Item Two Minus \$ Dedu	ıctible	\$
Towing And Labor	\$ Per [	Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:					
Town And S	Town And State Where The Covered Auto Will Be Principally Garaged:				
		Covered A	Auto Descriptio	on	
Year:	Model:		Trade N	ame:	
Body Type:			Serial N	umber (S):	
Vehicle Iden	tification Numbe	er (VIN):			
		Pı	urchased		
Original Cos	st New:	\$	<b>—</b>	<b></b> 1	
Actual Cost	New Or Used:	\$	N	ew Used	
	· · · · · · · · · · · · · · · · · · ·	Cla	ssification	<del> </del>	
Radius Of Operation	Of r=retail Vehicle Seating Age Rating				
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:					

#### Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles  (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)			
Coverages	Limit	Premium	
Liability	\$	\$	
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	<b>\$</b>	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$	
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	* \$	
Auto Medical Payments	\$	\$	
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Perso		
Comprehensive	Stated In Item Two Minus \$ Deductible	\$	
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$	
Collision	Stated In Item Two Minus \$ Deductible	\$	
Towing And Labor	\$ Per Disablement	t \$	

Total Premiums			
Liability	\$		
Personal Injury Protection	\$		
Added Personal Injury Protection	\$		
Property Protection Insurance (Michigan Only)	\$		
Auto Medical Payments	\$		
Medical Expense And Income Loss Benefits (Virginia Only)	\$		
Comprehensive	\$		
Specified Causes Of Loss	\$		
Collision	\$		
Towing And Labor	\$		

#### **ITEM FOUR**

#### Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Liability Coverage	Estimated Annual Cost Of Hire For All States	Premium	
Primary Coverage	\$	\$	
Excess Coverage \$ \$			
Total Premium \$			

For "autos" used in your motor carrier operations, cost of hire means:

- (a) The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
- (b) The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
- **(c)** The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

Liability Coverage – Cost of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium
Primary Coverage		\$	\$
Excess Coverage		\$	\$
	L	Total Premium	\$

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR
Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Physic	al Damage Coverages – Cost of Hire Other Than Mobile Or Farm		utos	
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium	
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$	\$	
		\$ Deductible			
		For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning			
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$	\$	
		\$ Deductible			
		For Each Covered Auto For Loss Caused By Mischief Or Vandalism			
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$	\$	
		\$ Deductible			
		For Each Covered Auto			
Total Premium \$					

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

ITEM FOUR
Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages					
		Estimated Annual Cost Of Hire For Each State		Premium	
Coverage	State	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Liability – Primary Coverage		\$	\$	\$	\$
Liability – Excess Coverage		\$	\$	\$	\$
Personal Injury Protection		\$	\$	\$	\$
Medical Expense Benefits (Virginia Only)		\$	\$	\$	\$
Income Loss Benefits (Virginia Only)		\$	\$	\$	\$
Auto Medical Payments		\$	\$	\$	\$
	Total Premium				\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR
Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

			Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
Coverage	State	Limit Of Insurance	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Compre- hensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto	\$	\$	\$	\$
			Т	otal Premiums	\$	\$

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

ITEM FOUR
Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Rental Period Rating Basis For Mobile Or Farm Equipment					
		Estimated Number Of Days Equipment Will Be Rented		Premium		
Coverage	Town and State Where The Job Site Is Located	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment	
Liability				\$	\$	
Personal Injury Protection				\$	\$	
Medical Expense Benefits (Virginia Only)				\$	\$	
Income Loss Benefits (Virginia Only)				\$	\$	
Auto Medical Payments				\$	\$	
Total Premiums			\$	\$		

#### **ITEM FIVE**

**Schedule For Non-ownership Liability** 

Rating Basis	Number	Premium
Number Of Employees		\$
Number Of Partners (Active and Inactive)		\$
	Total Premium	\$

#### **ITEM SIX**

**Trailer Interchange Coverage** 

Coverages	Limit Of Insurance	Estimated Premium
Comprehensive	Stated	\$
Specified Causes Of Loss	In	\$
Collision	Item Two	\$
	Total Premium	\$

# ITEM SEVEN Schedule For Gross Receipts Or Mileage Rating Basis

Address Of Business Headquarters Location:			
Type Of Risk (Check one): Motor Carriers	Public Autos	Leasing Or Rental Concerns	
Rating Basis (Check one): Gross Receipts (F	Per \$100)	Mileage (Per Mile)	
Estimated Yearly (Gross Receipts Or Mileage):			
	remiums		
Liability	\$		
Personal Injury Protection	\$		
Added Personal Injury Protection	\$		
Property Protection Insurance (Michigan Only)	\$		
Auto Medical Payments	\$		
Medical Expense And Income Loss Benefits (Virg	jinia Only) \$		
Comprehensive	\$		
Specified Causes Of Loss	\$		
Collision	\$		
Towing And Labor	\$		
Type Of Risk (Check one): Motor Carriers	Public Autos	Leasing Or Rental Concerns	
Rating Basis (Check one): Gross Receipts (F	Per \$100)	Mileage (Per Mile)	
Estimated Yearly (Gross Receipts Or Mileage):			
P	remiums		
Liability	\$		
Personal Injury Protection	\$	\$	
Added Personal Injury Protection	\$	\$	
Property Protection Insurance (Michigan Only)	\$	\$	
Auto Medical Payments	\$		
Medical Expense And Income Loss Benefits (Virg	jinia Only) \$		
Comprehensive	\$		
Specified Causes Of Loss	\$	\$	
Collision	\$		
Towing And Labor	\$		

# ITEM SEVEN Schedule For Gross Receipts Or Mileage Rating Basis (Cont'd)

Address Of Business Headquarters Location:	
Type Of Risk (Check one): Motor Carriers Public A	utos Leasing Or Rental Concerns
Rating Basis (Check one): Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

#### **ITEM SEVEN**

#### Schedule For Gross Receipts Or Mileage Rating Basis (Cont'd)

When gross receipts or mileage is used as a premium basis:

#### FOR MOTOR CARRIERS

Gross receipts means the total amount earned by the named insured for shipping or transporting property regardless of whether you or any other carrier originate the shipment or transportation. Gross receipts includes the total amount received from renting equipment, with or without drivers, to any person or organization not engaged in the business of transporting property for hire by "auto" and 15% of the total amount received from renting any equipment with or without drivers, to any person or organization engaged in the business of transporting property for hire by "auto". Gross receipts does not include:

- **A.** Amounts you paid to air, sea or land carriers operating under their own permits.
- **B.** Advertising revenue.
- **C.** Taxes collected as a separate item and paid directly to the government.
- **D.** C.O.D. collections for cost of merchandise including collection fees.
- E. Warehouse storage fees.

#### FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

- A. Amounts paid to air, sea or land carriers operating under their own permits.
- **B.** Advertising revenue.
- **C.** Taxes collected as a separate item and paid directly to the government.
- **D.** C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" operated during the policy period.

#### FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

## American Reliable Insurance Company

## **Driver Self-Appraisal Form**

Po	licy Number:		
Na	ame of Driver: Date of Bir	th:	
Ma	arital Status: Operator's (driver's) License No.:		
Но	ow Long Licensed?: Date of Last Examination?:		
Da	ate Current License Expires?: Do You Wear Glasses?:	·	
Ple	Answ	llain any "Yes" ver in Remarks	
1.	Have you been convicted of a moving traffic violation in the past 3 years?		
2.	Have you been involved in an auto accident in the past 3 years?		
3.	Approximately how many miles do you drive each year?		
4.	What percentage of your driving is done on vacations and on trips in excess of 100 miles?		
5.	Date of you last physical examination?		
6.	Do you have any impairments? (vision, hearing, heart, diabetes, muscular, or others?)		
7.	What is your vision or corrected vision if you wear glasses? Right eye: Left eye:	<del></del>	
8.	Do you have fainting spells, dizzy spells, strokes, attacks of unconsciousness, or convulsions?		
9.	Have you ever had a heart attack or a heart condition requiring treatment?		
10.	Have you ever been treated for high blood pressure?		
11.	Have you been hospitalized or undergone medical treatment in the past 5 years?		
12.	Have you ever been advised by anyone to restrict your driving?		
13.	Do you practice any self-imposed restrictions on your driving?		
RE	MARKS: (Identify by question number.)		
l de	eclare to the best of my knowledge these statements are true and complete:		
 Sia	nature of Driver		

## American Reliable Insurance Company

## **Driver Self-Appraisal Form**

Po	licy Number:		
Na	ame of Driver: Date of Bir	th:	
Ma	arital Status: Operator's (driver's) License No.:		
Но	ow Long Licensed?: Date of Last Examination?:		
Da	ate Current License Expires?: Do You Wear Glasses?:	·	
Ple	Answ	llain any "Yes" ver in Remarks	
1.	Have you been convicted of a moving traffic violation in the past 3 years?		
2.	Have you been involved in an auto accident in the past 3 years?		
3.	Approximately how many miles do you drive each year?		
4.	What percentage of your driving is done on vacations and on trips in excess of 100 miles?		
5.	Date of you last physical examination?		
6.	Do you have any impairments? (vision, hearing, heart, diabetes, muscular, or others?)		
7.	What is your vision or corrected vision if you wear glasses? Right eye: Left eye:	<del></del>	
8.	Do you have fainting spells, dizzy spells, strokes, attacks of unconsciousness, or convulsions?		
9.	Have you ever had a heart attack or a heart condition requiring treatment?		
10.	Have you ever been treated for high blood pressure?		
11.	Have you been hospitalized or undergone medical treatment in the past 5 years?		
12.	Have you ever been advised by anyone to restrict your driving?		
13.	Do you practice any self-imposed restrictions on your driving?		
RE	MARKS: (Identify by question number.)		
l de	eclare to the best of my knowledge these statements are true and complete:		
 Sia	nature of Driver		

# AMERICAN RELIABLE INSURANCE COMPANY SUPPLEMENTAL AUTO APPLICATION COMMERCIAL FARM AUTO LAY-UP

Policy Number:						
Name of Insured:						
VEHICLE NUMBER	DESCRIPTION	MONTHS NOT USED	DAYS USED PER YEAR	MILES PER YEAR		
IVOIVIDEN		NOT USED	TENTERN	TENTEAN		
I certify that the a vehicles is subject	above information is true and correct. I have to adjustment based upon actual usage. The	ve been advised that the Co le company has the option to v	mmercial Farm Auto Lay-Up verify usage via audit or inspe	credit for the above listed ection.		
,	. ,	•	'			
Named Insured:		Title ·				
rvamou mouleu						
Anathania I O'		5.1				
Authorized Signati	Authorized Signature: Date:					

# AMERICAN RELIABLE INSURANCE COMPANY SUPPLEMENTAL AUTO APPLICATION COMMERCIAL FARM AUTO LAY-UP

Policy Number:						
Name of Insured:						
VEHICLE NUMBER	DESCRIPTION	MONTHS NOT USED	DAYS USED PER YEAR	MILES PER YEAR		
IVOIVIDEN		NOT USED	TENTERN	TENTEM		
I certify that the a vehicles is subject	above information is true and correct. I have to adjustment based upon actual usage. The	ve been advised that the Co le company has the option to v	mmercial Farm Auto Lay-Up verify usage via audit or inspe	credit for the above listed ection.		
,	. ,	•	'			
Named Insured:		Title ·				
rvamou mouleu						
Anathania I O'		5.1				
Authorized Signati	Authorized Signature: Date:					

## NOTICE OF CANCELLATION, NONRENEWAL, CONDITIONED RENEWAL OR DECLINATION (Oklahoma)

		(Okianoma	9	
NAME AND . ADDRESS			KIND OF POLICY:	
OF INSURANCE			POLICY/APPLICATION/BINDER NO.:	
COMPANY			EFFECTIVE DATE OF NOTICE:	
			(DATE) (HOUR-STANDARD TIME AT THE ADDRESS OF THE INSURED)	
			DATE OF MAILING:	
			NAME AND ADDRESS OF AGENT/BROKER:	
NAME AND . ADDRESS OF INSURED				
		(Applicable item marked "X")		
Cancellation		You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above.  Reason for cancellation: Nonpayment of premium.  See the "Important Notices" section for other information that may apply.		
Premium Adjustment		Premium adjustment will be made in accordance with Oklahoma law and the terms of the policy.  Enclosed is \$, being the amount of unearned premium for the unexpired term of the policy.  A bill for the premium earned to the time of cancellation will be forwarded in due course.  Other:		
Nonrenewal		You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that the above mentioned policy will expire effective at and from the hour and date mentioned above and the policy will NOT be renewed.  See the "Important Notices" section for other information that may apply.		
Conditioned Renewal		You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that the above mentioned policy, which will expire effective at and from the hour and date mentioned above, will be renewed, however, the renewal will be conditioned on a change in the policy terms and an increase in policy premium as described in this notice:		
Declination	$\overline{\Box}$	Your written application or written request for the kind of insurance m	nentioned above has been declined for the reason(s) stated in the "Important	
	L1	Your written application or written request for the kind of insurance mentioned above has been declined for the reason(s) stated in the "Important Notices" section.		
Important Notices - - -		Reason(s) for Cancellation, Nonrenewal, or Declination (reason(s) s	tated only if this item is marked):	
		Automobile Insurance Plan Information (this information applies only with respect to the termination of automobile insurance): This cancellation or nonrenewal pertains to an automobile insurance policy, other than one issued through the Oklahoma Automobile Insurance Plan. You are possibly eligible for automobile insurance through another insurer or under the Oklahoma Automobile Insurance Plan. Please contact your agent for more information.		
		<b>Appeal to Automobile Insurance Plan Governing Committee:</b> As your policy was one obtained through the Oklahoma Automobile Insurance Plan, you are hereby advised, regarding the above notification of cancellation, that you have the right of appeal to the Governing Committee of the Plan, P.O. Box 18504, 1000 NW 50th Street, Oklahoma City, OK 73154.		
		Consumer Report: In compliance with the Fair Credit Reporting Act (Public Law 91-508) and the Consumer Credit Reform Act of 1996, you are hereby informed that the action taken above is being taken in part because of information contained in a consumer report from the following consumer reporting agency:		
		agency: (Name)	(Phone Number)	
		(Address)	Ask of 4000 for a displacement from white condensate for densate or	
		Pipago goo annitional information regarding the Conglimer Reform	ACT OF THAN FOR 2 DISCINSUITS OF VOUR FIGHTS HINGS TOUGHT ISW	

## NOTICE OF CANCELLATION, NONRENEWAL, CONDITIONED RENEWAL OR DECLINATION (Oklahoma)

NAME AND . ADDRESS OF INSURANCE COMPANY

NAME AND . ADDRESS OF INSURED

KIND OF POLICY:				
POLICY/APPLICATION/BINDER NO.:				
EFFECTIVE DATE OF NOTICE:				
(DATE)	(HOUR-STANDARD TIME AT THE ADDRESS OF THE INSURED)			
DATE OF MAILING:				
NAME AND ADDRESS OF AGENT/BROKER:				

## Additional Information regarding your rights under the Consumer Credit Reform Act Pursuant to the Consumer Credit Reform Act of 1996, effective September 30, 1997, you are informed that:

The consumer reporting agency identified on this form did not make any decisions regarding the stated insurance policy. Therefore, the consumer reporting agency would not be able to provide you with the specific reasons why the insurance company is taking the present action.

You have the right to obtain within 60 days of the receipt of this notice a free copy of your consumer report from the consumer reporting agency which has been identified on this form.

You have the right to dispute inaccurate information by contacting the consumer reporting agency directly. Once you have directly notified the consumer reporting agency of your dispute, the agency must, within a reasonable period of time reinvestigate and record the current status of the disputed information. If after reinvestigation, such information is found to be inaccurate or unverifiable, such information must be promptly deleted from your records. If the reinvestigation does not resolve the dispute, you may file a brief statement setting forth the nature of the dispute with the consumer reporting agency. Your filed statement will then be included or summarized in any subsequent consumer report containing the information in question.

For complete information regarding the Federal Consumer Credit Protection Law please refer to The Code of the Laws of the United States of America, Title 15, Chapter 41, Subchapter III, (15 U.S.C. §1681 et seq.).

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

#### The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- 1. The insurance does not apply:
  - **A.** Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - **B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
  - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured": or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- **2.** As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste":

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# OKLAHOMA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

COMMERCIAL AUTOMOBILE COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

CRIME AND FIDELITY COVERAGE PART

**EQUIPMENT BREAKDOWN COVERAGE PART** 

FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL

COVERAGES, CONDITIONS, DEFINITIONS

FARM COVERAGE PART - LIVESTOCK COVERAGE FORM

FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM STANDARD PROPERTY POLICY

- **A.** When this endorsement is attached to the **Standard Property Policy CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- **B.** The Concealment, Misrepresentation Or Fraud condition is replaced by the following:

Except as provided in Paragraphs **C.** and **D.**, we do not provide coverage in any case of fraud by you as it relates to this Coverage Part at any time. We also do not provide coverage if you or any other insured ("insured"), at any time, intentionally conceal or misrepresent a material fact concerning:

- 1. This Coverage Part;
- 2. The Covered Property;
- 3. Your interest in the Covered Property; or
- 4. A claim under this Coverage Part.
- C. The Concealment, Misrepresentation Or Fraud condition in the Commercial Auto Coverage Part is replaced by the following:

We do not provide coverage in any case of fraud by you at any time as it relates to this Coverage Part. We also do not provide coverage if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- 1. This Coverage Part;
- 2. The covered "auto";

- 3. Your interest in the covered "auto"; or
- 4. A claim under this Coverage Part.

However, this provision does not apply, but only up to the compulsory or financial responsibility limits required by Oklahoma law, if an "accident" results in a third party liability claim against the "insured" under this Coverage Part.

D. Under the Kidnap/Ransom And Extortion Coverage Form, the Concealment, Misrepresentation Or Fraud condition is replaced by the following:

We do not provide coverage in any case of fraud by you as it relates to this insurance at any time. We also do not provide coverage if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- 1. This insurance;
- 2. A person insured under this insurance;
- 3. The "property" covered under this insurance:
- **4.** Your interest in the "property" covered under this insurance; or
- **5.** A claim under this insurance.

### **OKLAHOMA NOTICE**

The following statement is added to the policy:

### **WARNING:**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

### RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

Policy Number:		
Company:		
Named Insured:		
_		
Sta	ite	Premium
The signature shown on this end shown.	dorsement complies with the counters	ignature laws and regulations of the State
Date of Countersignature		
	(month, day and year)	
		Licensed Resident Agent

### **OKLAHOMA FRAUD STATEMENT**

**WARNING** – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

### AMERICAN RELIABLE INSURANCE COMPANY

222 South 15<sup>Th</sup> Street, Omaha NE 68102 (A Stock Insurance Company) COMMON POLICY DECLARATIONS

Agency No:		Producer No:	<del>Policy No:</del> <del>Previous Polic</del>	<del>y No:</del> Age	ency Name / Address
☐ Direct Bill	☐ Agency Bill			, <u> </u>	
□ p⊪ect piii	☐ Installment Plan	ı (Agency Bill)			
POLICY PERIOD:	From At 12:01 A.M. Stan	To ndard Time at your mailing addr	Term: ess show below.		
Account Number:					
Named Insured:					
Mailing Address:	Street Number	City		State	Zip Code
BUSINESS DESCRIPTION	ON:				
IN RETURN FOR THE P PROVIDE THE INSURA		MIUM, AND SUBJECT TO ALL T IIS POLICY.	THE TERMS OF THIS POLICY, Y	WE AGRE	EE WITH YOU TO
THIS POLICY CONSISTS (	OF THE FOLLOWING COV	/ERAGE PART <u>OR PARTS</u> FOR WHI	ICH A PREMIUM IS INDICATED.		
THIS PREMIUM MAY BE S					PREMIUM
Commercial Auto/Garage	e Coverage Part Agricult	ural Capital Assets Program		\$	
Commercial Crime Cove	<del>rage Part</del> Farm Automob	<u>pile</u>		\$	
Commercial General Lial	bility <del>Coverage Part</del>			\$	
Commercial Farm Inland	d Marine <del>Coverage Part</del>			\$	
Commercial Professiona	<del>l <u>Farm</u> Liability <del>Coverage</del></del>	<del>Part</del>		\$	
Commercial Farm Prope	rty <del>Coverage Part</del>			\$	
Personal Liability Covera	ige Part			\$	
Commercial Farm Liabilit	t <del>y</del> Umbrella <del>Coverage Pa</del>	art <u>Liability</u>		\$	
			Premium Total	\$	
Other Charges				\$	
Audit Period: Annual unle					
			TOTAL	\$	
Forms and Endorseme	nts:				
Agency Name / Addres	<del>S:</del>				
Countersigned:	Date	By	Authorized Represen	ntative	

## AMERICAN RELIABLE INSURANCE COMPANY COMMERCIAL FARM AUTOMOBILE

### **EXPLANATORY MEMORANDUM - FORMS**

American Reliable Insurance Company (ARIC) is requesting to adopt the following ISO forms and endorsements for our previously approved Commercial Farm Automobile program in Oklahoma. We are requesting a November 15, 2014 effective date for new business and January 15, 2015 effective date for renewals.

As a subscriber to Insurance Services Office (ISO), we are requesting to adopt the following new and revised forms and endorsements.

ISO Form No.	Edition	Form Title	OK File No.
CA 00 01	03 10	Business Auto Coverage Form (replaces edition dated 10 01)	ISOF-126227128
CA 00 05	03 10	Garage Coverage Form	ISOF-126227128
CA 00 10	03 10	Business Auto Physical Damage Coverage Form	ISOF-126227128
CA 00 20	03 10	Motor Carrier Coverage Form	ISOF-126227128
CA 02 38	03 10	Reinstatement of Insurance (replaces edition dated 12 93)	ISOF-126227128
CA 02 40	03 10	Suspension of Insurance (replaces edition dated 10 01)	ISOF-126227128
CA 03 01	03 10	Deductible Liability Coverage (replaces edition dated 03 06)	ISOF-126227128
CA 03 03	12 93	100 Dollar Deductible for Completed Operations Does Not Apply	CA-93-368
CA 04 42	03 10	Exclusion of Federal Employees Using Autos in Government Business	ISOF-126227128
CA 04 44	03 10	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)	ISOF-126227128
CA 04 45	03 10	Golf Carts and Low-Speed Vehicles	ISOF-126227128
CA 20 02	03 10	Audio, Visual and Data Electronic Equipment Coverage - Fire, Police and Emergency Vehicles	ISOF-126227128
CA 20 05	03 10	Drive-Away Contractors	ISOF-126227128
CA 20 06	03 10	Driving Schools - Non-Owned Autos	ISOF-126227128
CA 20 07	03 10	Emergency Services - Volunteer Firefighters and Workers' Injuries Limited Exclusion	ISOF-126227128
CA 20 09	07 97	Leasing or Rental Concerns – Contingent Coverage	CA-96-O96FO
CA 20 10	12 93	Leasing or Rental Concerns – Conversion, Embezzlement or Secretion Coverage	Not Available
CA 20 11	03 06	Leasing or Rental Concerns - Exclusion of Certain Leased Autos	05-0915C
CA 20 12	10 01	Leasing or Rental Concerns - Rent-It-There/Leave-It-Here Autos	00-3426C
CA 20 13	10 01	Leasing or Rental Concerns - Schedule of Limits for Owned Autos	00-3426C
CA 20 14	07 97	Leasing or Rental Concerns - Second Level Coverage	CA-96-O96FO
CA 20 18	12 93	Professional Services Not Covered	Not Available
CA 20 19	03 10	Repossessed Autos	ISOF-126227128
CA 20 21	03 10	Snowmobiles (replaces edition dated 07 97)	ISOF-126227128
CA 20 27	02 99	Registration Plates Not Issued for a Specific Auto	98-3077C
CA 20 30	03 10	Emergency Services - Volunteer Firefighters and Workers' Injuries Excluded	ISOF-126227128
CA 20 33	03 10	Autos Leased, Hired, Rented or Borrowed with Drivers – Physical Damage Coverage (replaces edition dated 10 01)	ISOF-126227128
CA 20 47	07 97	Additional Insured - Lessor of Leased Equipment	CA-96-O96FO
CA 20 49	07 97	Additional Insured - Garages - Grantor of Franchise	CA-96-O96FO
CA 20 70	10 01	Coverage for Certain Operations in Connection with Railroads	00-3426C
CA 20 78	03 10	Physical Damage Coverage - Autos Held for Sale by Non-Dealers	ISOF-126227128
CA 23 01	12 93	Explosives	CA-93-368
CA 23 04	10 01	Rolling Stores	00-3426C
CA 23 05	12 93	Wrong Delivery of Liquid Products	Not Available
CA 23 08	12 93	Truckers - Excess Coverage for the Named Insured and Named Lessors for Leased Autos	Not Available

ISO Form No.	Edition	Form Title	OK File No.
CA 23 09	02 99	Truckers - Insurance for Non-Trucking Use	98-3077C
CA 23 12	12 93	Truckers - Named Lessee as Insured	CA-93-368
CA 23 13	03 10	Trailer Interchange Fire and Fire and Theft Coverages	ISOF-126227128
CA 23 17	03 06	Truckers - Uniform Intermodal Interchange Endorsement Form UIIE-1	05-0915C
CA 23 20	03 10	Truckers Endorsement	ISOF-126227128
CA 23 86	01 06	Exclusion of Terrorism Above Minimum Statutory Limits	ISOF-129093922
CA 23 87	01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	ISOF-129093922
CA 23 97	03 10	Amphibious Vehicles	ISOF-126227128
CA 23 98	03 10	Trailer Interchange Coverage	ISOF-126227128
CA 24 01	03 10	Transportation of Seasonal or Migrant Agricultural Workers (replaces edition dated 12 93)	ISOF-126227128
CA 24 02	12 93	Public Transportation Autos	Not Available
CA 25 01	12 93	Broad Form Products Coverage	Not Available
CA 25 02	03 10	Dealers Drive-Away Collision Coverage	ISOF-126227128
CA 25 03	03 10	False Pretense Coverage	ISOF-126227128
CA 25 04	03 10	Fire, Fire and Theft and Limited Specified Causes of Loss Coverage	ISOF-126227128
CA 25 05	03 06	Garage Locations and Operations Medical Payments Coverage	05-0915C
CA 25 07	12 93	Locations and Operations Not Covered	Not Available
CA 25 08	03 10	Personal Injury Liability Coverage - Garages	ISOF-126227128
CA 25 09	12 93	Owners of Garage Premises	Not Available
CA 25 10	03 10	Damage to Rented Premises Liability Coverage - Garages	ISOF-126227128
CA 25 11	12 93	Named Driver Collision Coverage	Not Available
CA 25 14	03 10	Broadened Coverage - Garages	ISOF-126227128
CA 25 16	10 01	Garage Coverage Form – Other Than Covered Autos Exposure – Total Pollution Exclusion	00-3426C
CA 25 18	09 98	Exclusion – Year 2000 Computer-Related and Other Electronic Problems	CA-98-OY2KF
CA 25 19	09 98	Exclusion – Year 2000 Computer-Related and Other Electronic Problems – Products/Work You Performed	CA-98-OY2KF
CA 25 20	09 98	Year 2000 Limited Coverage Options - Computer-Related and Other Electronic Problems	CA-98-OY2KF
CA 25 24	09 98	Exclusion – Year 2000 Computer-Related and Other Electronic Problems – With Exception for Bodily Injury on Your Premises	CA-98-OY2KF
CA 25 25	09 98	Year 2000 Computer-Related and Other Electronic Problems – Exclusion of Specified Coverages For Designated Locations, Products, Services or Work You Performed	CA-98-OY2KF
CA 25 36	03 06	Garage Coverage Form – Other Than Covered Autos – Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and Hostile Fire Exception	05-0915C
CA 25 37	03 06	Fungi or Bacteria Exclusion – Garage Operations – Other Than Covered Autos	05-0915C
CA 25 38	03 06	Limited Fungi or Bacteria Coverage for Garage Operations – Other Than Covered Autos	05-0915C
CA 25 39	03 06	Silica or Silica-Related Dust Exclusion for Other Than Covered Autos Exposure - Garage Coverage Form	05-0915C
CA 26 01	03 06	Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form)	05-0915C
CA 26 02	03 06	Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)	05-0915C
CA 26 05	04 80	Single Interest Deductibles	Not Available
CA 99 10	03 10	Drive Other Car Coverage - Broadened Coverage for Named Individuals (replaces edition dated 09 02)	ISOF-126227128
CA 99 13	07 97	Fiduciary Liability of Banks	CA-96-O96FO
CA 99 15	12 93	Governmental Bodies Amendatory Endorsement	Not Available
CA 99 16	03 10	Hired Autos Specified as Covered Autos You Own (replaces edition dated 12 93)	ISOF-126227128
CA 99 18	12 93	Individual Named Insured - Dealers Only	Not Available
ON 33 10	12 33	marviada riamed moded - Dealers Offiy	INUL AVAIIADIE

ISO Form No.	Edition	Form Title	OK File No.
CA 99 23	03 10	Rental Reimbursement Coverage (replaces edition dated 12 93)	ISOF-126227128
CA 99 28	03 10	Stated Amount Insurance (replaces edition dated 10 01)	ISOF-126227128
CA 99 30	03 10	Tapes, Records and Discs Coverage (replaces edition dated 10 01)	ISOF-126227128
CA 99 34	12 93	Social Service Agencies - Volunteers as Insureds	Not Available
CA 99 37	03 10	Garagekeepers Coverage	ISOF-126227128
CA 99 38	01 87	Split Liability Limits - Garages	CA-85-O85SF
CA 99 42	07 01	Split Liability Limits for Governmental Subdivisions – Oklahoma	CA-2000-OGOV1
CA 99 47	03 10	Employee as Lessor (replaces edition dated 07 97)	ISOF-126227128
CA 99 55	03 06	Pollution Liability - Broadened Coverage for Covered Autos - Garage Coverage Form	05-0915C
CA 99 59	03 10	Garagekeepers Coverage - Customers Sound-Receiving Equipment	ISOF-126227128
CA 99 60	03 10	Audio, Visual and Data Electronic Coverage - Added Limits (replaces edition dated 10 01)	ISOF-126227128
CA 99 61	03 10	Loss Payable Clause - Audio, Visual and Data Electronic Coverage - Added Limits (replaces edition dated 12 93)	ISOF-126227128
CA 99 90	03 10	Optional Limits – Loss of Use Expenses (replaces edition dated 10 01)	ISOF-126227128
CA DS 09	03 10	Garage Declarations	ISOF-126227128
CA DS 15	03 10	Business Auto Physical Damage Declarations	ISOF-126227128
CA DS 21	03 10	Motor Carrier Declarations	ISOF-126227128
IL 00 03	09 08	Calculation of Premium (replaces edition dated 07 02)	125392656
IL 00 21	09 08	Nuclear Energy Liability Exclusion Endorsement (Broad From) (replaces edition dated 07 02)	125392656
IL 01 77	10 10	Oklahoma Changes – Concealment, Misrepresentation of Fraud	126619620
IL 09 17	11 85	Resident Agent Countersignature Endorsement	Not Available

**Please Note:** There are several endorsements noted as "Not Available"; ISO only has records dating back to 1995, and we have taken these endorsements off the current ISO – Division One forms listing for Oklahoma.

### We are submitting the following forms and endorsements for your approval:

\*A8031D 03 13 – Common Policy Declarations, and replaces the edition dated 06 07 (approved under OK File number 318253)

A8038A 10 13 – Commercial Insurance Application – Applicant Information Section, and replaces the ACORD 125 1 07

A8039A 10 13 – Business Auto Section, and replaces the ACORD 127 01 09

\*A8040P 11 12 – Commercial Farm Automobile Policy - Jacket, and replaces the CA 71 01 11 04 - Business Auto Policy – Jacket (approved under OK File number 318253)

A8044D 02 14 – Commercial Farm Auto Declarations, and replaces the CA 70 01 11 04 - Business Auto Declarations (approved under OK File number 318253)

A8163M 05 13 – Schedule for CA 99 14 (Fire, Fire and Theft, Fire, Theft and Windstorm and Limited Specified Causes of Loss Coverages)

A8164M 05 13 - Schedule of Forms

A8165M 06 13 – Schedule for CA 20 71 (Auto Loan/Lease Gap Coverage)

A8166M 06 13 - Schedule of Additional Named Insured(s)

A8167M 06 13 – Schedule of State Taxes, Surcharges and Other Fees

A8168M 06 13 – Schedule of Endorsement

A8180M 10 13 - Vehicle Schedule

A8181M 10 13 – Commercial Auto Driver Information Schedule

\*A8784E 08 12 – Named Driver Exclusion (Optional), and replaces the CA 80 02 08 05 - Named Driver Exclusion (approved under OK File number 318253)

A8787E 08 12 – Gap Coverage - Rented Automobile (Optional)

A8788E 03 14 - Commercial Farm Automobile - Coverage Enhancement Endorsement (Optional)

A8822E 10 13 – Amendatory Endorsement – Other Insurance Provisions (Optional)

IL N 084 09 03 - Oklahoma Fraud Statement

(\*Side-by-side comparisons showing the changes are included for your review and subsequent approval.)

### We request to withdraw the following endorsements:

ACORD 23 05 07 - Automobile Certificate of Insurance

ACORD 50 OK 10 08 - Oklahoma Auto ID Card

ACORD 61 OK 03 94 - Oklahoma Auto Supplement

ACORD 125 10 07 - Commercial Insurance Application

ACORD 127 01 09 - Business Auto Section

ACORD 137 OK 11 01 - Oklahoma Commercial Auto

CA 70 01 11 04 - Business Auto Declarations

CA 71 01 11 04 - Business Auto Policy Jacket

CA 74 03 11 04 – Driver Self-Appraisal Form

CA 75 02 11 04 - Commercial Farm Auto Lay-Up

(E)GU 408e 11 02 - Oklahoma Notice - Cancellation/Nonrenewal

## AMERICAN RELIABLE INSURANCE COMPANY COMMERCIAL FARM AUTOMOBILE

### **EXPLANATORY MEMORANDUM - FORMS**

American Reliable Insurance Company (ARIC) is requesting to adopt the following ISO forms and endorsements for our previously approved Commercial Farm Automobile program in Oklahoma. We are requesting a November 15, 2014 effective date for new business and January 15, 2015 effective date for renewals.

As a subscriber to Insurance Services Office (ISO), we are requesting to adopt the following new and revised forms and endorsements.

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CA 00 10	03 10	Business Auto Physical Damage Coverage Form	ISOF-126227128
CA 00 20	03 10	Motor Carrier Coverage Form	ISOF-126227128
CA 02 38	03 10	Reinstatement of Insurance (replaces edition dated 12 93)	ISOF-126227128
CA 02 40	03 10	Suspension of Insurance (replaces edition dated 10 01)	ISOF-126227128
CA 03 01	03 10	Deductible Liability Coverage (replaces edition dated 03 06)	ISOF-126227128
CA 03 03	12 93	100 Dollar Deductible for Completed Operations Does Not Apply	CA-93-368
CA 04 42	03 10	Exclusion of Federal Employees Using Autos in Government Business	ISOF-126227128
CA 04 44	03 10	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)	ISOF-126227128
CA 04 45	03 10	Golf Carts and Low-Speed Vehicles	ISOF-126227128
CA 20 02	03 10	Audio, Visual and Data Electronic Equipment Coverage - Fire, Police and Emergency Vehicles	ISOF-126227128
CA 20 05	03 10	Drive-Away Contractors	ISOF-126227128
CA 20 06	03 10	Driving Schools - Non-Owned Autos	ISOF-126227128
CA 20 07	03 10	Emergency Services - Volunteer Firefighters and Workers' Injuries Limited Exclusion	ISOF-126227128
CA 20 09	07 97	Leasing or Rental Concerns – Contingent Coverage	CA-96-O96FO
CA 20 10	12 93	Leasing or Rental Concerns – Conversion, Embezzlement or Secretion Coverage	Not Available
CA 20 11	03 06	Leasing or Rental Concerns - Exclusion of Certain Leased Autos	05-0915C
CA 20 12	10 01	Leasing or Rental Concerns - Rent-It-There/Leave-It-Here Autos	00-3426C
CA 20 13	10 01	Leasing or Rental Concerns - Schedule of Limits for Owned Autos	00-3426C
CA 20 14	07 97	Leasing or Rental Concerns - Second Level Coverage	CA-96-O96FO
CA 20 18	12 93	Professional Services Not Covered	Not Available
CA 20 19	03 10	Repossessed Autos	ISOF-126227128
CA 20 21	03 10	Snowmobiles (replaces edition dated 07 97)	ISOF-126227128
CA 20 27	02 99	Registration Plates Not Issued for a Specific Auto	98-3077C
CA 20 30	03 10	Emergency Services - Volunteer Firefighters and Workers' Injuries Excluded	ISOF-126227128
CA 20 33	03 10	Autos Leased, Hired, Rented or Borrowed with Drivers – Physical Damage Coverage (replaces edition dated 10 01)	ISOF-126227128
CA 20 47	07 97	Additional Insured - Lessor of Leased Equipment	CA-96-O96FO
CA 20 49	07 97	Additional Insured - Garages - Grantor of Franchise	CA-96-O96FO
CA 20 70	10 01	Coverage for Certain Operations in Connection with Railroads	00-3426C
CA 20 78	03 10	Physical Damage Coverage - Autos Held for Sale by Non-Dealers	ISOF-126227128
CA 21 18	10 13	Oklahoma Uninsured Motorists Coverage (replaces the 02 12 edition)	ISOF-128653847
CA 23 01	12 93	Explosives	CA-93-368
CA 23 04	10 01	Rolling Stores	00-3426C
CA 23 05	12 93	Wrong Delivery of Liquid Products	Not Available
CA 23 08	12 93	Truckers - Excess Coverage for the Named Insured and Named Lessors for Leased Autos	Not Available

ISO Form No.	Edition	Form Title	OK File No.
CA 23 09	02 99	Truckers - Insurance for Non-Trucking Use	98-3077C
CA 23 12	12 93	Truckers - Named Lessee as Insured	CA-93-368
CA 23 13	03 10	Trailer Interchange Fire and Fire and Theft Coverages	ISOF-126227128
CA 23 17	03 06	Truckers - Uniform Intermodal Interchange Endorsement Form UIIE-1	05-0915C
CA 23 20	03 10	Truckers Endorsement	ISOF-126227128
CA 23 86	01 06	Exclusion of Terrorism Above Minimum Statutory Limits	ISOF-129093922
CA 23 87	01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	ISOF-129093922
CA 23 97	03 10	Amphibious Vehicles	ISOF-126227128
CA 23 98	03 10	Trailer Interchange Coverage	ISOF-126227128
CA 24 01	03 10	Transportation of Seasonal or Migrant Agricultural Workers (replaces edition dated 12 93)	ISOF-126227128
CA 24 02	12 93	Public Transportation Autos	Not Available
CA 25 01	12 93	Broad Form Products Coverage	Not Available
CA 25 02	03 10	Dealers Drive-Away Collision Coverage	ISOF-126227128
CA 25 03	03 10	False Pretense Coverage	ISOF-126227128
CA 25 04	03 10	Fire, Fire and Theft and Limited Specified Causes of Loss Coverage	ISOF-126227128
CA 25 05	03 06	Garage Locations and Operations Medical Payments Coverage	05-0915C
CA 25 07	12 93	Locations and Operations Not Covered	Not Available
CA 25 08	03 10	Personal Injury Liability Coverage - Garages	ISOF-126227128
CA 25 09	12 93	Owners of Garage Premises	Not Available
CA 25 10	03 10	Damage to Rented Premises Liability Coverage - Garages	ISOF-126227128
CA 25 11	12 93	Named Driver Collision Coverage	Not Available
CA 25 14	03 10	Broadened Coverage - Garages	ISOF-126227128
CA 25 16	10 01	Garage Coverage Form – Other Than Covered Autos Exposure – Total Pollution Exclusion	00-3426C
CA 25 18	09 98	Exclusion – Year 2000 Computer-Related and Other Electronic Problems	CA-98-OY2KF
CA 25 19	09 98	Exclusion – Year 2000 Computer-Related and Other Electronic Problems – Products/Work You Performed	CA-98-OY2KF
CA 25 20	09 98	Year 2000 Limited Coverage Options - Computer-Related and Other Electronic Problems	CA-98-OY2KF
CA 25 24	09 98	Exclusion – Year 2000 Computer-Related and Other Electronic Problems – With Exception for Bodily Injury on Your Premises	CA-98-OY2KF
CA 25 25	09 98	Year 2000 Computer-Related and Other Electronic Problems – Exclusion of Specified Coverages For Designated Locations, Products, Services or Work You Performed	CA-98-OY2KF
CA 25 36	03 06	Garage Coverage Form – Other Than Covered Autos – Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and Hostile Fire Exception	05-0915C
CA 25 37	03 06	Fungi or Bacteria Exclusion – Garage Operations – Other Than Covered Autos	05-0915C
CA 25 38	03 06	Limited Fungi or Bacteria Coverage for Garage Operations – Other Than Covered Autos	05-0915C
CA 25 39	03 06	Silica or Silica-Related Dust Exclusion for Other Than Covered Autos Exposure - Garage Coverage Form	05-0915C
CA 26 01	03 06	Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form)	05-0915C
CA 26 02	03 06	Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)	05-0915C
CA 26 05	04 80	Single Interest Deductibles	Not Available
CA 99 10	03 10	Drive Other Car Coverage - Broadened Coverage for Named Individuals (replaces edition dated 09 02)	ISOF-126227128
CA 99 13	07 97	Fiduciary Liability of Banks	CA-96-O96FO
CA 99 15	12 93	Governmental Bodies Amendatory Endorsement	Not Available
CA 99 16	03 10	Hired Autos Specified as Covered Autos You Own (replaces edition dated 12 93)	ISOF-126227128
CA 99 18	12 93	Individual Named Insured - Dealers Only	Not Available
3/100 10	12 00	marriada Harrida Board Offin	110t / trailable

ISO Form No.	Edition	Form Title	OK File No.
CA 99 23	03 10	Rental Reimbursement Coverage (replaces edition dated 12 93)	ISOF-126227128
CA 99 28	03 10	Stated Amount Insurance (replaces edition dated 10 01)	ISOF-126227128
CA 99 30	03 10	Tapes, Records and Discs Coverage (replaces edition dated 10 01)	ISOF-126227128
CA 99 34	12 93	Social Service Agencies - Volunteers as Insureds	Not Available
CA 99 37	03 10	Garagekeepers Coverage	ISOF-126227128
CA 99 38	01 87	Split Liability Limits - Garages	CA-85-O85SF
CA 99 42	07 01	Split Liability Limits for Governmental Subdivisions – Oklahoma	CA-2000-OGOV1
CA 99 47	03 10	Employee as Lessor (replaces edition dated 07 97)	ISOF-126227128
CA 99 55	03 06	Pollution Liability - Broadened Coverage for Covered Autos - Garage Coverage Form	05-0915C
CA 99 59	03 10	Garagekeepers Coverage - Customers Sound-Receiving Equipment	ISOF-126227128
CA 99 60	03 10	Audio, Visual and Data Electronic Coverage - Added Limits (replaces edition dated 10 01)	ISOF-126227128
CA 99 61	03 10	Loss Payable Clause - Audio, Visual and Data Electronic Coverage - Added Limits (replaces edition dated 12 93)	ISOF-126227128
CA 99 90	03 10	Optional Limits – Loss of Use Expenses (replaces edition dated 10 01)	ISOF-126227128
CA DS 09	03 10	Garage Declarations	ISOF-126227128
CA DS 15	03 10	Business Auto Physical Damage Declarations	ISOF-126227128
CA DS 21	03 10	Motor Carrier Declarations	ISOF-126227128
IL 00 03	09 08	Calculation of Premium (replaces edition dated 07 02)	125392656
IL 00 21	09 08	Nuclear Energy Liability Exclusion Endorsement (Broad From) (replaces edition dated 07 02)	125392656
IL 01 77	10 10	Oklahoma Changes – Concealment, Misrepresentation of Fraud	126619620
IL 09 17	11 85	Resident Agent Countersignature Endorsement	Not Available

**Please Note:** There are several endorsements noted as "Not Available"; ISO only has records dating back to 1995, and we have taken these endorsements off the current ISO – Division One forms listing for Oklahoma.

### We are submitting the following forms and endorsements for your approval:

\*A8031D 03 13 – Common Policy Declarations, and replaces the edition dated 06 07 (approved under OK File number 318253)

A8038A 10 13 – Commercial Insurance Application – Applicant Information Section, and replaces the ACORD 125 1 07

A8039A 10 13 – Business Auto Section, and replaces the ACORD 127 01 09

\*A8040P 11 12 – Commercial Farm Automobile Policy - Jacket, and replaces the CA 71 01 11 04 - Business Auto Policy – Jacket (approved under OK File number 318253)

A8044D 02 14 – Commercial Farm Auto Declarations, and replaces the CA 70 01 11 04 - Business Auto Declarations (approved under OK File number 318253)

A8163M 05 13 – Schedule for CA 99 14 (Fire, Fire and Theft, Fire, Theft and Windstorm and Limited Specified Causes of Loss Coverages)

A8164M 05 13 - Schedule of Forms

A8165M 06 13 – Schedule for CA 20 71 (Auto Loan/Lease Gap Coverage)

A8166M 06 13 - Schedule of Additional Named Insured(s)

A8167M 06 13 – Schedule of State Taxes, Surcharges and Other Fees

A8168M 06 13 – Schedule of Endorsement

A8180M 10 13 - Vehicle Schedule

A8181M 10 13 – Commercial Auto Driver Information Schedule

\*A8784E 08 12 – Named Driver Exclusion (Optional), and replaces the CA 80 02 08 05 - Named Driver Exclusion (approved under OK File number 318253)

A8787E 08 12 – Gap Coverage - Rented Automobile (Optional)

A8788E 03 14 - Commercial Farm Automobile - Coverage Enhancement Endorsement (Optional)

A8822E 10 13 – Amendatory Endorsement – Other Insurance Provisions (Optional)

(\*Side-by-side comparisons showing the changes are included for your review and subsequent approval.)

### We request to withdraw the following endorsements:

ACORD 23 05 07 - Automobile Certificate of Insurance

ACORD 50 OK 10 08 - Oklahoma Auto ID Card

ACORD 61 OK 03 94 - Oklahoma Auto Supplement

ACORD 125 10 07 - Commercial Insurance Application

ACORD 127 01 09 - Business Auto Section

ACORD 137 OK 11 01 - Oklahoma Commercial Auto

CA 70 01 11 04 - Business Auto Declarations

CA 71 01 11 04 - Business Auto Policy Jacket

CA 74 03 11 04 – Driver Self-Appraisal Form

CA 75 02 11 04 - Commercial Farm Auto Lay-Up

CA 80 02 08 05 - Named Driver Exclusion

(E)GU 408e 11 02 - Oklahoma Notice - Cancellation/Nonrenewal

## AMERICAN RELIABLE INSURANCE COMPANY NAMED DRIVER E&LUSION

### TIS ENDORSEMENT CANGES TEPOLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured		
Endorsement Effective	Policy Number	Countersigned by:
		(Authorized Representative)
Damage Liability, Combined Single Underinsured Motorists Coverage a described in the policy or any other a	e Limit Liability, Medical Payments, Cover nd Personal Injury Protection coverage, wl	is agreed that all coverage's, including Bodily Injury and Property rage for Damage to Your Auto, Uninsured Motorists Coverage here applicable, are not afforded by this policy while any vehicle are extended is being used, driven, operated, or manipulated by o amed below:
Name of Excluded Driver		
The Named Insured accepts this end	orsement and confirms that acceptance as w	vitness his/her signature.
Signature/Acceptance of Named Ins	ured	Date Signed
The driver excluded from coverage h	ereby acknowledges and agrees to the exclu	usion set forth herein, as witness his/her signature.
Signature/Acceptance of Excluded D	priver	Date Signed
All other terms conditions exclusion	s and agreements of the policy shall remain (	unchanged
care. torring correlations, oxolusion.	, and agree of the policy shall remain	a

## American Reliable

**Insurance Company** 

Home Office: 8655 E. Via De Ventura Scottsdale, AZ 85258 1-800-535-1333

Servicing Office: 222 South 15<sup>th</sup> Street Omaha, NE 68102-1628 1-800-365-0398

# Business Auto Policy COMMERCIAL FARM AUTOMOBILE POLICY

We welcome you as a policyholder to American Reliable Insurance Company

n Witness Whereof, we have caused the not be valid unless countersigned by our	nis policy to be executed and rauthorized representative.	attested, and, if required by	state law, this policy shall
Christina D SECRETA	G. Cana	Roly Me	

### OKLAHOMA OWNERS SECURITY VERIFICATION FORM

X COMMERCIAL COMPANY NAME AND ADDRESS American Reliable Ins Co COMPANY NAIC NUMBER 8655 East Via De Ventura

Scottsdale, AZ 85258 EFFECTIVE DATE EXPIRATION DATE POLICY NUMBER cfa 00000 6/23/2014 6/23/2015

XXXXX

VEHICLE IDENTIFICATION NUMBER YFAR MAKE/MODEL

AGENCY/COMPANY ISSUING FORM (INCLUDE ADDRESS AND TELEPHONE NUMBER)

SAMPLE / SAMPLE

American Reliable Insurance Company 480-483-8666

8655 E Via de Ventura Suite E-200 Scottsdale, AZ 85258 NAME OF INSURED

COVERAGES: Ą C D G L N R R1 U S T Z

**EXCLUDED DRIVERS** 

SAMPLE

19615

2014

AN OWNER'S LIABILITY INSURANCE POLICY HAS BEEN ISSUED PURSUANT TO THE COMPULSORY INSURANCE LAW OF OKLAHOMA. KEEP A COPY OF THIS OWNERS SECURITY VERIFICATION FORM IN THE MOTOR VEHICLE AT ALL TIMES. SUBMIT A COPY OF THIS OWNERS SECURITY VERIFICATION FORM WITH YOUR APPLICATION FOR REGISTRATION.

SEE IMPORTANT INFORMATION ON REVERSE SIDE

#### HOW TO IDENTIFY YOUR COVERAGE

LIABILITY (BODILY INJURY/ Α

CAR RENTAL PROPERTY DAMAGE) CAR RENTAL AND TRAVEL EXPENSE R1 MEDICAL PAYMENTS UNINSURED MOTOR VEHICLE COMPREHENSIVE S DEATH, DISMEMBERMENT DISABILITY

D G COLLISION

LOSS TO YOUR RECREATIONAL VEH. LOSS OF EARNINGS

**EMERGENCY ROAD SERVICE** 

### EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

OKLAHOMA STATE LAW REQUIRES THAT A COPY OF THIS OWNERS SECURITY VERIFICATION FORM BE CARRIED IN THE MOTOR VEHICLE AT ALL TIMES. AND BE PRODUCED BY ANY DRIVER OF THE VEHICLE UPON REQUEST FOR INSPECTION BY ANY PEACE OFFICER OR REPRESENTATIVE OF THE DEPARTMENT OF PUBLIC SAFETY. IN THE CASE OF AN ACCIDENT, THIS FORM SHALL BE SHOWN UPON REQUEST OF ANY PERSON AFFECTED BY THE ACCIDENT.

OKLAHOMA STATE LAW ALSO REQUIRES THAT A CURRENT COPY OF THIS OWNERS SECURITY VERIFICATION FORM MUST BE SURRENDERED TO THE MOTOR LICENSE AGENT OR OTHER REGISTERING AGENCY UPON APPLICATION OR RENEWAL FOR A MOTOR VEHICLE LICENSE PLATE.

ACORD 50 OK (2009/08)

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PERSONAL

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