



EMPLOYERS' NON-OWNERSHIP AUTOMOBILE COVERAGE

Refer to the Supplemental Declarations if information is not shown on this form.

For an additional premium, *we* provide coverage under this endorsement subject to the *terms* contained in the General Liability Coverage.

This endorsement forms a part of the policy identified below:

Policy No. _____.

Named Insured _____.

This endorsement is effective on the inception date of the policy unless otherwise stated.

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

The Limits of Liability stated in the Declarations for Coverage L do not apply to EMPLOYERS' NON-OWNERSHIP *AUTOMOBILE* COVERAGE. The Limit of Liability for EMPLOYERS' NON-OWNERSHIP *AUTOMOBILE* COVERAGE is shown below.

Regardless of the number of

- (1) *insureds* under this policy;
- (2) persons or organizations who sustain *bodily injury* or *property damage*;
- (3) claims made or suits brought on account of *bodily injury* or *property damage*; or
- (4) *automobiles* to which this policy applies.

Our liability is limited as follows:

The limit of *bodily injury* liability stated in this endorsement as applicable to "each *accident*" is *our* limit of liability for all damages because of *bodily injury* sustained by one or more persons as a result of any one *accident*. With respect to "each *accident*" the limit of liability stated below as *aggregate* is the total limit of *our* liability for all damages.

Limits of Liability

\$ _____ each *accident*

\$ _____ *aggregate*

WHAT *WE* PAY FOR

We will pay on behalf of the *insured*, all sums which the *insured* shall become legally obligated to pay as damages because of *bodily injury* or *property damage* to which this insurance applies caused by an *occurrence* and arising out of the use by any person, other than the *named insured*, of a non-owned *private passenger automobile* in the *business* of the *named insured*, or arising out of the use in such *business* by an employee of the *named insured* of any non-owned *commercial automobile* if the use of such *commercial automobile* is occasional and infrequent. *We* shall have the right and duty to defend any *suit* against the *insured* seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the *suit* are groundless, false or fraudulent, and may make such investigation and settlement of any claim or *suit* as it deems expedient, BUT *we* shall not be obligated to pay any claim or judgment or to defend any *suit* after the applicable limit of *our* liability has been exhausted by the payment of judgments or settlements.

WHAT *WE* DO NOT PAY FOR

The following exclusions are added to the EXCLUSIONS shown in the General Liability Coverage:

- a. to liability assumed by the *insured* under any contract or agreement;
- b. to *property damage* to (1) property owned or being transported by the *insured*, or (2) property rented to or in the care, custody and control of the *insured*, or as to which the *insured* is for any purpose exercising physical control, other than *property damage* to a residence or a private garage by a *private passenger automobile* covered by this insurance.

DEFINITIONS

For Employers' Non-Ownership *Automobile* Coverage, the definition of *insured* in the DEFINITIONS section of the General Liability Coverage is deleted and replaced with the following:

Each of the following is an *insured* under this insurance to the extent set forth below:

- a. the *named insured*;
- b. any partner or executive officer of the *named insured*.

None of the following is an *insured*:

- a. any person engaged in the *business* of his employer with respect to *bodily injury* to any fellow employee of such *person injured* in the course of his employment;
- b. any partner or executive officer with respect to an *automobile* owned by such partner or officer or a member of his household;
- c. any person while operating an *automobile* sales agency, repair shop, service station, public garage or public parking space with respect to any *occurrence* arising out of any operation, BUT this exclusion DOES NOT APPLY to the *named insured*.

This insurance DOES NOT APPLY to *bodily injury* or *property damage* arising out of a *non-owned automobile* used in the conduct of any partnership or joint venture of which the *insured* is a partner or a member and which is not designated in this policy as *named insured*, or if the *named insured* is a partnership with an *automobile* owned by or registered in the name of a partner.

The following definitions are added to the DEFINITIONS section of the General Liability Coverage:

1. *Accident* means continuous or repeated exposure to the same conditions resulting in *bodily injury* or *property damage* the *insured* neither expected nor intended.
2. *Commercial automobile* means an *automobile* of the truck type or other *automobile* designed for the transportation of material or merchandise over public roads.
3. *Non-owned automobile* means an *automobile* not owned in whole or in part by, registered in the name of, hired by, leased by or loaned to the *named insured*, or if the *named insured* is a partnership, to any partner of the partnership.
4. *Private passenger automobile* means a 4-wheel private passenger or station wagon type *automobile*.
5. *Trailer* includes semi-trailer BUT DOES NOT INCLUDE *mobile equipment*.

ADDITIONAL PROVISIONS

Excess Insurance - Non-Owned Automobiles

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