



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*.