



Administrative Offices
301 E 4th Street
Cincinnati OH 45202
513 369 5000 ph

BUSINESS AUTO COVERAGE FORM DECLARATIONS PAGE

ITEM ONE	Policy No. -
Named Insured:	Policy Period to
Form of Business:	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Other

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
COVERED AUTOS LIABILITY		\$	\$
SUPPLEMENTAL SPOUSAL LIABILITY (New York Only)		\$	\$
PERSONAL INJURY PROTECTION (or Equivalent No-fault Coverage)		Separately Stated In Each P.I.P. Endorsement MINUS \$ Deductible.	\$
ADDED PERSONAL INJURY PROTECTION (or Equivalent Added No-fault Coverage)		Separately Stated In Each Added P.I.P. Endorsement.	\$
OPTIONAL BASIC ECONOMIC LOSS (New York Only)		\$	\$
AGGREGATE NO-FAULT BENEFITS AVAILABLE (New York Only)		\$	\$
MAXIMUM MONTHLY WORK LOSS (New York Only)		\$	\$
OTHER NECESSARY EXPENSES (per day) (New York Only)		\$	\$
DEATH BENEFIT (New York Only)		\$	\$

Coverages	Covered Autos	Limit	Premium
PROPERTY PROTECTION INSURANCE (Michigan Only)		Separately Stated In The P.P.I. Endorsement MINUS \$ Deductible For Each Accident.	\$
AUTO MEDICAL PAYMENTS		\$ Each Insured	\$
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)		\$	\$
SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORIST (SUM) (New York Only) The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by a motor vehicle bodily injury liability insurance policy or bond payments received from or on behalf of any negligent party involved in the accident as specified in the SUM endorsement.		\$	\$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		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. (In New York, a Deductible Will Apply 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 \$ Ded. 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 \$ Ded. 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	\$

FORMS AND ENDORSEMENTS applicable to this Coverage Part and made part of the Policy at time of issue are listed on the attached Forms and Endorsements Schedule, CA 88 01 (Ed. 01/87).

* This Policy May Be Subject To Final Audit.

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN (Parts A, B, C & D)

DESCRIPTION, TERRITORY, CLASSIFICATION, and COVERAGES ON AUTOS YOU OWN.
Including additions, changes and deletions.

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see ITEM TWO or attached endorsement(s).

DATE OF THIS SCHEDULE:

A	DESCRIPTION					Original Cost New	Garaging Location ST-Zip Territory
	Veh No.	Year Model	Trade Name	Body Type	Serial Number or VIN		

B	CLASSIFICATION						Date Vehicle Deleted	Date Added If Not at Inception	Loss Payee*
	Veh No.	Radius of Opr	Use	GVW,GCW Seating	Age Grp	Rating Factor Liab Phy Dam			

C	MED EXPENSE/INCOME LOSS BENEFITS (Virginia Only)			COVERAGES				
	Veh No.	Limit Stated in the Med Expense and Income Loss Endt. for Each Person	Premium	Liab Premium	Med Pay Premium	P.I.P. Premium	Added P.I.P.	P.P.I. Premium

D	COVERAGES (Continued)						
	Veh No.	Un-Under Ins. Motorist	Descrip.	Other Than Collision Deduct.	Collision Limit	Premium	Collision Deduct. Premium

* Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Per Attached Endorsement As Interests May Appear At The Time Of The Loss.

ITEM THREE**SCHEDULE OF COVERED AUTOS YOU OWN (Part A of A, B, C & D)**

DESCRIPTION, TERRITORY, CLASSIFICATION, and COVERAGES ON AUTOS YOU OWN.
Including additions, changes and deletions.

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see ITEM TWO or attached endorsement(s).

DATE OF THIS SCHEDULE:

A	DESCRIPTION				Original Cost New	Garaging Location ST-Ter/Description
	Veh No.	Year Model	Trade Name	Body Type		

SPECIMEN

ITEM THREE**SCHEDULE OF COVERED AUTOS YOU OWN (Part B of A, B, C & D)**

DESCRIPTION, TERRITORY, CLASSIFICATION, and COVERAGES ON AUTOS YOU OWN.
Including additions, changes and deletions.

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see ITEM TWO or attached endorsement(s).

DATE OF THIS SCHEDULE:

B Veh No.	CLASSIFICATION						Date Vehicle Deleted	Date Added If Not at Inception	Loss Payee*
	Radius of Opr	Use	GVW,GCW Seating	Age Grp	Rating Factor Liab Phy Dam	Class Code			

* Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Per Attached Endorsement As Interests May Appear At The Time Of The Loss.

ITEM THREE**SCHEDULE OF COVERED AUTOS YOU OWN (Part C of A, B, C & D)**

DESCRIPTION, TERRITORY, CLASSIFICATION, and COVERAGES ON AUTOS YOU OWN.
Including additions, changes and deletions.

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see ITEM TWO or attached endorsement(s).

DATE OF THIS SCHEDULE:

C	MED EXPENSE/INCOME LOSS BENEFITS (Virginia Only)		COVERAGES				
	Limit Stated in Each Med Expense and Income Loss Endt. for Each Person	Premium	Liab Premium	Med Pay Premium	P.I.P. Premium	Added P.I.P.	P.P.I. Premium
Veh No.							

SPECIMEN

ITEM THREE**SCHEDULE OF COVERED AUTOS YOU OWN (Part D of A, B, C & D)**

DESCRIPTION, TERRITORY, CLASSIFICATION, and COVERAGES ON AUTOS YOU OWN.
Including additions, changes and deletions.

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see ITEM TWO or attached endorsement(s).

DATE OF THIS SCHEDULE:

D Veh No.	Un-Under Ins. Motorist	Other Than Collision				Collision		Towing & Labor
		Descrip.	Deduct.	Limit	Premium	Deduct.	Premium	
COVERAGES (Continued)								

SPECIMEN

Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium (Cont'd)
Excess Coverage		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
Total Hired Auto 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 (In New York, a Deductible Will Apply 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 Hired Auto Premiums				\$

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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

Coverage	State	Estimated Annual Cost Of Hire For Each State		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary Coverage		\$	\$	\$	\$
Covered Autos Liability - Excess Coverage		\$	\$	\$	\$
Personal Injury Protection		\$	\$	\$	\$
Medical Expense Benefits (Virginia Only)		\$	\$	\$	\$
Income Loss Benefits (Virginia Only)		\$	\$	\$	\$
Auto Medical Payments		\$	\$	\$	\$
Total Hired Auto 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 MOBILE OR FARM EQUIPMENT - PHYSICAL DAMAGE COVERAGES

Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehensive		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 (In New York, a Deductible Will Apply 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 Hired Auto 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

Coverage	Town And State Where The Job Site Is Located	Estimated Number Of Days Equipment Will Be Rented		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary Coverage				\$	\$
Covered Autos Liability - Excess Coverage				\$	\$
Personal Injury Protection				\$	\$
Medical Expense Benefits (Virginia Only)				\$	\$
Income Loss Benefits (Virginia Only)				\$	\$
Auto Medical Payments				\$	\$
			Total Hired Auto Premiums	\$	\$

ITEM FIVE

SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations and Other Than Social Service Agencies	Number of Employees		\$
	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 Non-ownership Covered Autos Liability Premiums			\$

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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.

SPECIMEN

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 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 Covered Autos 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 Covered Autos 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 Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).

Symbol	Description of Covered Auto Designation Symbols	
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.
19	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

1. 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 Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos 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 - COVERED AUTOS 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 Covered Autos 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 Covered Autos 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 no-fault, 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 this 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; or
- (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 Covered Autos 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.

3. 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 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

1. 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 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.

3. We will not pay for "loss" due and confined to:

- a. 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 speed measuring 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.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value."

C. Limit of Insurance

- 1. The most we will pay for:
 - a. "Loss" to any one covered "auto" is the lesser of:
 - (1) the actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) 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;
- (2) removable from a permanently installed housing unit as described in paragraph b.(1) above; or
- (3) an integral part of such equipment as described in paragraphs b.(1) and b.(2) above.

- 2. 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.

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:

- a. there has been full compliance with all the terms of this Coverage Form; and
- b. under Covered Autos 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 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 Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) excess while it is connected to a motor vehicle you do not own; or
- (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 Covered Autos 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 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 covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less, provided that 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:
 1. 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:
 1. any request, demand, order or statutory or regulatory requirement that any "Insured" or others test for, monitor, clean up, re-

move, 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;
3. 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 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, road beds, 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:

1. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL INSTITUTIONS COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

A. Extended Cancellation Condition

Paragraph **2.b.** of the **Cancellation** Common Policy Condition is replaced by the following:

60 days before the effective date of cancellation if we cancel for any other reason.

B. Temporary Substitute Auto – Physical Damage Coverage

The following provision is added to the **Certain Trailers, Mobile Equipment And Temporary Substitute Autos** paragraph under **Section I – Covered Autos**:

If Physical Damage Coverage is provided by this coverage form, that coverage is extended to include 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 breakdown, repair, servicing, “loss” or destruction.

C. Autos Hired Or Rented By Employees

1. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire.

2. The following provision is added to the **Other Insurance** General Condition:

If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

D. The following provisions are added to the Who Is An Insured paragraph under Section II – Covered Autos Liability Coverage:

1. Newly Acquired Or Formed Organizations

Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

2. Blanket Additional Insured

Any person or organization for whom you are required by an “insured contract” to provide insurance is an “insured”, subject to the following additional provisions:

- a. The “insured contract” must be in effect during the policy period shown in the Declarations, and must have been executed prior to the “bodily injury” or “property damage”.
- b. This person or organization is an “insured” only to the extent you are liable due to your ongoing operations for that “insured”, whether the work is performed by you or for you, and only to the extent you are held liable for an “accident” occurring while a covered “auto” is being driven by you or one of your “employees”.
- c. There is no coverage provided to this person or organization for “bodily injury” to its “employees”, nor for “property damage” to its property.
- d. Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- e. The defense of any claim or “suit” must be tendered by this person or organization as soon as practicable to all other insurers that potentially provide insurance for the claim or “suit”.

- f. The coverage provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy; or
 - (2) The coverage and/or limits required by the "insured contract".
- g. The status of a person or organization as an "insured" under this provision ends when your operations for that "insured" are completed.

3. Employee As Insured

Your "employee" while using their owned "auto" or an "auto" owned by a member of their household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess over any other collectible insurance.

4. Subsidiaries

Any subsidiary which is a legally incorporated entity of which you own greater than 50% interest in the voting stock on the effective date of this Coverage Form. However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

5. Lessors As Insureds

- a. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver.
- b. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

6. Primary And Noncontributory If Required By Contract

Only with respect to insurance provided under the Blanket Additional Insured provision above, the following provisions apply:

a. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph d. of the **Other Insurance** General Condition.

b. Primary And Noncontributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with an additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs a. and b. above do not apply to other insurance to which an additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Paragraph d. of the **Other Insurance** General Condition.

E. The provisions of Paragraph (4) of the **Supplementary Payments** coverage extension under **Section II – Covered Autos Liability Coverage** are replaced by the following:

All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. Fellow Employee Coverage

The following provision is added to the **Fellow Employee** exclusion under **Section II – Covered Autos Liability Coverage**:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision is excess over any other collectible insurance.

G. The **Coverages** paragraph under **Section III – Physical Damage Coverage** is amended as follows:

- 1. The following coverages are added:
 - a. **Audio, Visual And Data Electronic Equipment Coverage**
 - (1) **Coverage**

(a) We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

(b) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in Paragraph (a) above.

However, this does not include tapes, records or discs.

If Audio, Visual And Data Electronic Equipment Coverage endorsement CA 99 60 is attached to this policy, this coverage provision does not apply.

(2) Exclusions

With the exception of any references to audio, visual or data electronic equipment, the exclusions that apply to Physical Damage Coverage also apply to this coverage. The following additional exclusions also apply.

We will not pay for any electronic equipment, or accessories used with that equipment, that is:

(a) Necessary for the normal operation of the covered "auto" and the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto" in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

(3) Limit Of Insurance

With respect to this coverage, the **Limit Of Insurance** paragraph of **Section III – Physical Damage Coverage** is replaced by the following:

(a) The most we will pay for "loss" to audio, visual or data electronic equipment, and any accessories used with that equipment, as a result of any one "accident" is the lesser of:

(i) The actual cash value of the damaged or stolen property as of the time of the "loss";

(ii) The cost of repairing or replacing the stolen property with other property of like kind and quality; or

(iii) \$1,000.

(b) An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

(c) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

(4) Deductible

With respect to this coverage, the **Deductible** paragraph of **Section III – Physical Damage Coverage** is replaced by the following:

(a) If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then 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" to audio, visual or data electronic equipment caused by fire or lightning.

(b) If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

- (c) If “loss” occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered “auto” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
- (d) In the event there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

b. Extra Expense – Broadened Coverage

We will pay for the expense of returning a stolen covered “auto” to you.

c. Hired Auto Physical Damage Coverage

Hired Auto Physical Damage Coverage is provided as follows:

The most we will pay for “loss” to any hired “auto” is \$75,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned “auto” of the private passenger or light truck type for that coverage, or \$500 if Comprehensive, Specified Causes of Loss or Collision is not provided for an owned “auto.” Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

d. Rental Reimbursement Coverage

- (1) We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of a covered “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.
- (2) 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:

- (a) 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; or

- (b) 30 days.

- (3) Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or

- (b) \$50 per day.

- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

- (5) 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 **Coverage Extensions** paragraph.

If endorsement CA 99 23 – Rental Reimbursement Coverage is attached to this policy, this coverage does not apply to a coverage “auto” that is described or designated as a covered “auto” on that endorsement.

e. Auto Theft Reward

We will pay up to a \$5,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered “auto.” A reward will not be paid to you, a family member, employee or any public official while performing their duty.

2. Towing

The provisions of this coverage are replaced by the following:

We will pay for towing and labor costs each time that a covered “auto” is disabled. All labor must be performed at the place of disablement of the covered “auto”. If the auto is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of “auto”, the most we will pay under this coverage is \$1,000 per disablement. “Autos” which are disabled do not include stolen vehicles.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles

The following provision is added:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown in the Declarations applicable to this coverage.

4. Transportation Expenses Coverage Extension

The first sentence of the **Transportation Expenses Coverage Extension** is replaced by the following:

We will pay up to \$100 per day to a maximum of \$4,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

5. Hired Auto Physical Damage Coverage – Loss Of Use

The **Loss Of Use Expenses** paragraph under **Coverage Extensions** is replaced by the following:

Subject to a maximum of \$3,000 per "accident", we will cover loss of use of a hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

6. Personal Effects Coverage

The following provision is added to the **Coverage Extensions** paragraph:

For any owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss". No deductible applies to this Coverage Extension.

H. The Exclusions paragraph under Section III – Physical Damage Coverage is amended as follows:

1. Airbag Coverage

The provision of Paragraph 3.a. relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

2. Diminution Of Value

The following provision is added to Paragraph 6.:

This exclusion does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the Insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

I. The Limit Of Insurance paragraph under Section III – Physical Damage Coverage is amended as follows:

1. Loan/Lease Gap Coverage

The following provision is added:

In the event of a total "loss" in any one "accident" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the policy's Physical Damage Coverage; and
- b. Any:
 - (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
 - (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
 - (4) Transfer or rollover balances from previous loans or leases.
 - (5) Final payment due under a balloon loan.
 - (6) The dollar amount of any unrepaired damage that occurred prior to the total "loss" of a covered "auto".
 - (7) Security deposits not refunded by a lessor.
 - (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
 - (9) Any amount representing taxes.
 - (10) Loan or lease termination fee.

2. New Vehicle Replacement Cost

Paragraph 2. is replaced by the following:

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss". However, in the event of a total "loss" to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased with the vehicle;

- b. The purchase price, as negotiated by us, of a “new vehicle” of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer’s dealership. If the same model is not available pay the purchase price of the most similar model available; or
- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer’s dealership.

This coverage applies only to a covered “auto” of the private passenger, light truck or medium truck type (20,000 pounds or less gross vehicle weight), and does not apply to initiation or set-up costs associated with loans or leases.

J. The following provision is added to the **Deductible paragraph under **Section III – Physical Damage Coverage**:**

Two Or More Deductibles

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 following provisions apply:

- 1. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived.
- 2. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.
- 3. If the “loss” involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

K. Section IV – Business Auto Conditions is amended as follows:

1. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **A.2.a.** is replaced by the following:

In the event of an “accident”, claim, “suit” or “loss”:

- a. You, if you are an individual;
- b. A partner, if you are a partnership; or
- c. An executive officer or insurance manager, if you are a corporation;

must give us or our authorized representative prompt notice of the “accident” or “loss”. Include:

2. Blanket Waiver Of Subrogation

The following provision is added to Paragraph **A.5.:**

- a. However, we waive any right of recovery we may have against a person, organization or government entity when you have waived such right of recovery under a written contract that is:

- (1) Currently in effect or becoming effective during the term of this policy; and
- (2) Executed prior to the “accident” or “loss”, or executed after the “accident” or “loss” if:
 - (a) The terms and conditions of the written contract had been agreed upon prior to the “accident” or “loss”; and
 - (b) You can definitively establish that the terms and conditions of the written contract ultimately executed are the same as those which had been agreed upon prior to the “accident” or “loss”.

- b. We hereby waive any right of subrogation against any of your officers, directors or employees which might arise by reason of any payment under the insurance afforded by the policy for the operation, maintenance, use, loading or unloading of a non-owned “auto”. This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director or employee.

3. Unintentional Failure To Disclose Hazards

The following provision is added to Paragraph **B.2.:**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this coverage form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

4. Hired Auto – Limited Worldwide Coverage

Paragraph **B.7.(5)** is replaced by the following:

Anywhere in the world if the “accident” or “loss” results from the use of an “auto” hired for 30 days or less,

L. Section V – Definitions is amended as follows:

- 1. The definition of “bodily injury” is replaced by the following:

“Bodily injury” means physical injury, sickness or disease sustained by a person, including resulting mental anguish, mental injury, emotional distress, humiliation, shock, fright or death.

2. The following definitions are added:
- a. “New vehicle” means any “auto” of which you are the original owner and the “auto” has not been previously titled and is less than 365 days past the purchase date.
 - b. “Personal effects” means your tangible property that is worn or carried by you, except for tools, jewelry, money or securities.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 Covered Autos 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.

2. 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 fiduciary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

Schedule

Covered Autos Liability Coverage	
Limit	Premium
	\$
Minimum Premium	\$

Physical Damage Coverage		
Location Number: 1		
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 Causes of Loss	\$ 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	\$

Coverages	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	\$

Location Number: 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 Causes of Loss	\$ 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	\$
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	\$

All Locations	Collision \$ \$	Limit of Insurance deductible for each covered auto	\$
Total Premium			\$

Locations where you Store Repossessed Autos	
Location Number	Address (State your main business location as Location Number 1.)
1	
2	
Limit of Insurance for Unlisted Locations: \$	

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 The 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.