

# ***Commercial Auto Policy***

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## ***Epecially Designed For:***

APPALACHIAN SEARCH AND RESCUE  
CONFERENCE, INC  
PO BOX 400440  
CHARLOTTESVILLE VA 22904



*Underwritten by*  
**American Alternative Insurance Corporation**

## **RISK CONTROL POLICYHOLDER NOTICE**

Dear VFIS Client,

Safety and health is a major concern in emergency service organizations today. These issues are important because of the major impact that accidents can have on an organization. Morale can often be affected as well as an organization's finances. Insurance rarely covers all the expenses associated with accidents. There are often hidden costs that the organization must bear such as time spent reporting, documenting and investigating the accident, time spent training the replacement staff and time to replace the vehicles and equipment.

### **Risk Control Guidelines Provided by VFIS**

As a valuable service to you, VFIS provides risk control guidelines and programs to your organization in an effort to help you prevent and/or reduce the impact of accidents. Implementing VFIS risk control measures could benefit your organization by reducing or eliminating the hidden costs of accidents while helping your organization to continue to serve your community.

VFIS provides a number of programs and services to help you in your risk control effort. While most of these services are available to our clients at no additional cost, some may require a fee based on the scope of the service requested. Some of the services and programs that we provide to our clients include:

- On-site risk control consultations
- Recommendations to control identifiable hazards
- Loss experience analysis
- Consultation on specific risk control-related problems
- Sample standard operating guidelines for vehicle operations
- Accident investigation procedures and forms
- Health and Safety Audit of NFPA 1500

### **Risk Control Publications**

VFIS has many resources that you can access at no charge on our Web site. These include Communiqués, which are a one-page fact sheet, that presents a specific hazard and provides procedures for controlling the hazard. VFIS also provides numerous training programs that you can access through the Client Education and Training Resource Catalog. Please visit [www.vfis.com](http://www.vfis.com) to view and order these resources.

### **Inquire About Our Risk Control Services**

If you would like information about some of the above services and publications, please call VFIS Risk Control at (800) 233-1957.

# American Alternative Insurance Corporation

(a stock insurance company)

Administrative Office: 555 College Road East • Princeton, NJ 08543-5241 • (800) 305-4954

Statutory Office: 2711 Centerville Road, Suite 400 • Wilmington, DE 19805

Administered by: VFIS • 183 Leader Heights Road • York, PA 17402

(800) 233-1957 • www.vfis.com



## AUTO POLICY DECLARATIONS

Named Insured and Mailing Address:  
APPALACHIAN SEARCH AND RESCUE  
CONFERENCE, INC  
PO BOX 400440  
CHARLOTTESVILLE VA 22904

Policy Number: VFIS-CM-1050344-12/000

Renewal of: VFIS-CM-1050344-11

Policy Period: From 02-01-2019  
To 02-01-2020  
at 12:01 AM Standard Time at your  
mailing address shown above

Type of Entity: CORPORATION

Business Description: EMERGENCY SERVICE ORGANIZATION

Estimated Coverage Part Premium:	\$	1,068.00
Taxes, Fees and Surcharges:	\$	
Total Premium:	\$	1,068.00

The policy premium is payable on the dates and in the amounts shown below:

See Installment Schedule

**THIS POLICY DOES NOT COVER COLLISION DAMAGE TO RENTAL VEHICLES IN PA.**

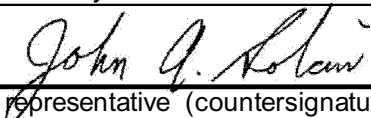
Named Insured:  
APPALACHIAN SEARCH AND RESCUE  
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
Policy Period: From 02-01-2019  
To 02-01-2020

### Common Forms

See Schedule of Forms and Endorsements.

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy. These declarations, the schedule of forms and endorsements, and any forms and endorsements we may later attach to reflect changes, make up and complete the above numbered policy.

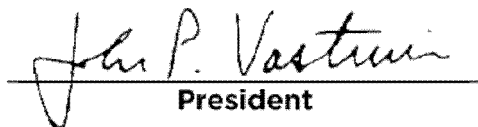


Authorized representative (countersignature, where required)

01-07-2019

Date

The Company has caused this policy to be signed by its President and Secretary:



President



Secretary

**Policy Number**  
**VFIS-CM-1050344-12/000**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Named Insured**    APPALACHIAN SEARCH AND RESCUE  
                          CONFERENCE, INC

**Effective Date:**    02-01-19  
                          12:01 A.M., Standard Time

**Agency Name**     VFIS

COMMON POLICY FORMS AND ENDORSEMENTS

IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 02 46	09-07	PENNSYLVANIA CHANGES-CANC & NONRENL
VCOPA4	05-11	PA CHANGES - DEFENSE COSTS
IL 09 10	07-02	PENNSYLVANIA NOTICE

AUTOMOBILE FORMS AND ENDORSEMENTS

AU1005	10-97	WAIVER OF GOV/CHARITABLE IMMUNITY
AU1006	01-96	CARE, CUSTODY OR CONTROL EXCLUSION END
AU1007	10-97	COMMANDEERED AUTO DEFINITION END
AUVA11	01-09	VA ESO AUTO LIABILITY COVERAGE END
AUVA12	11-03	VA CARE, CUSTODY OR CONTROL EXCL END
AUVA13	11-03	VA WAIVER OF GOV/CHARITABLE IMMUNITY
CA 00 01	03-10	BUSINESS AUTO COVERAGE FORM
CA 01 16	10-15	VA CHANGES BUSINESS AUTO COVERAGE FORM
CA 01 70	10-13	MARYLAND CHANGES
CA 01 80	06-16	PENNSYLVANIA CHANGES
CA 02 15	12-17	MARYLAND CANCELLATION CHANGES
CA 02 68	11-16	VA CHANGES CANCELLATION AND NONRENEWAL
CA 20 02	03-10	SOUND RECEIVING EQUIP COVG -FIRE, POLICE
CA 20 18	12-93	PROFESSIONAL SERVICES NOT COVERED

POLICYHOLDER NOTICES

**Policy Number**  
**VFIS-CM-1050344-12/000**

**INSTALLMENT SCHEDULE**

Named Insured APPALACHIAN SEARCH AND RESCUE  
CONFERENCE, INC  
Agency Name VFIS

Effective Date: 02-01-19  
12:01 A.M., Standard Time

**IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS  
PAYABLE ON INSTALLMENTS AS FOLLOWS:**

	<b>DUE</b>	<b>PREMIUM</b>	<b>SURCHARGE</b>	<b>REVISED INSTALLMENT TOTAL</b>
<b>DEPOSIT</b>	02/01/2019	\$ 534.00		\$ 534.00
<b>INSTALLMENT</b>	08/01/2019	\$ 534.00		\$ 534.00

Failure to pay the Installment Premium by the Date Due shown shall constitute non-payment of premium for which we may cancel this policy.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".



"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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

## **PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** The **Cancellation** Common Policy Condition is replaced by the following:

### **CANCELLATION**

**1.** The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

**2. Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

**3. Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

**a.** You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

**b.** You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

**c.** A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

**d.** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B. The following are added and supersede any provisions to the contrary:

**1. Nonrenewal**

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

**2. Increase Of Premium**

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

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

## **PENNSYLVANIA CHANGES – DEFENSE COSTS**

This endorsement modifies insurance provided under the following:

AUTOMOBILE COVERAGE PART  
GENERAL LIABILITY COVERAGE PART  
MANAGEMENT LIABILITY COVERAGE PART  
MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

- A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
1. Section **I** of the General Liability Coverage Form, Management Liability Coverage Form, Management Liability Coverage Form Claims Made; and
  2. Section **II** – Liability Coverage in Paragraph **A. Coverage** under the Business Auto Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

## PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

### Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

Named Insured:  
 APPALACHIAN SEARCH AND RESCUE  
 CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
 Policy Period: From 02-01-2019  
 To 02-01-2020

## AUTO COVERAGE PART DECLARATIONS

**ITEM ONE:** Named Insured - Refer to the Common or Auto Policy Declarations

**ITEM TWO:** Coverage and Covered Autos

This coverage part provides only those coverages activated by a Covered Auto Symbol or a Premium shown below:

Coverage	Covered Auto Symbols	Limit of Insurance (this is the most we will pay for any one accident or loss)	Premium
Covered Autos Liability (combined single limit)	8, 9	\$1,000,000 each accident	\$ 1,068
Personal Injury Protection (PIP) (or equivalent no-fault coverage)	N/A	Refer to ITEM THREE and each PIP or added PIP endorsement	
Added Personal Injury Protection (or equivalent added no-fault coverage)	N/A	Separately stated in each added PIP endorsement	
Property Protection Insurance (Michigan Only)	N/A	Separately stated in the P.P.I. endorsement minus Ded. for each accident	
Auto Medical Payments	N/A	Each Insured	
Medical Expense and Income Loss Benefits (Virginia only)	N/A	Separately stated in each Medical Expense and Income Loss Benefits endorsement	
Uninsured Motorists (UM)	N/A	Refer to ITEM THREE and the Uninsured Motorists endorsement	
Underinsured Motorists (UIM) (when not included in UM coverage)	N/A	Refer to ITEM THREE and the Underinsured Motorists endorsement	
Physical Damage – Comprehensive	N/A	Refer to ITEM THREE and ITEM FOUR (if applicable)	
Physical Damage – Specified Causes of Loss	N/A		
Physical Damage – Collision	N/A		
Physical Damage – Towing and Labor	N/A	Refer to ITEM THREE	
Other Auto Coverages			
Estimated Coverage Part Premium:			\$ 1,068.00
Taxes, Fees and Surcharges:			
Total Premium:			\$ 1,068.00

Named Insured:  
APPALACHIAN SEARCH AND RESCUE  
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
Policy Period: From 02-01-2019  
To 02-01-2020

**ITEM THREE: Schedule of Your Auto Coverage**

**Auto Schedule Summary**

Veh. Num.	Year	Make	Model	PE Code	V.I.N.	Value
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Named Insured:  
APPALACHIAN SEARCH AND RESCUE  
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
Policy Period: From 02-01-2019  
To 02-01-2020

Vehicle #

Insured's #:

Insured Entity:

Year:  
Make:  
Model:  
V.I.N.:  
Valuation:

Use:  
Class Code:  
State:  
Territory:

Coverages:	<u>Limit of Insurance</u>	<u>Deductible</u>	<u>Premium</u>
Covered Autos Liability (combined single limit)			
Personal Injury Protection (PIP)			
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)			
Underinsured Motorists (UIM)			
Physical Damage – Comprehensive			
Physical Damage – Specified Causes of Loss			
Physical Damage – Collision			
Physical Damage – Towing and Labor			
Other Auto Coverages			
Total:			

Vehicle #

Insured's #:

Insured Entity:

Year:  
Make:  
Model:  
V.I.N.:  
Valuation:

Use:  
Class Code:  
State:  
Territory:

Coverages:	<u>Limit of Insurance</u>	<u>Deductible</u>	<u>Premium</u>
Covered Autos Liability (combined single limit)			
Personal Injury Protection (PIP)			
Added Personal Injury Protection			
Property Protection Insurance (MI only)			
Auto Medical Payments			
Medical Exp. And Income Loss Benefits (VA only)			
Uninsured Motorists (UM)			
Underinsured Motorists (UIM)			
Physical Damage – Comprehensive			
Physical Damage – Specified Causes of Loss			
Physical Damage – Collision			
Physical Damage – Towing and Labor			
Other Auto Coverages			
Total:			



Named Insured:  
 APPALACHIAN SEARCH AND RESCUE  
 CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
 Policy Period: From 02-01-2019  
 To 02-01-2020

**ITEM FOUR: Hired, Borrowed, and Commandeered Coverage (if applicable)**

**Covered Autos Liability Coverage**

Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
MD	IF ANY	\$ 2.073		INCL

TOTAL HIRED AUTO PREMIUM:

**Covered Autos Liability Coverage**

Rating Basis, Number of Days-  
 (For Mobile or Farm Equipment – Rental Period Basis)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium

TOTAL HIRED AUTO PREMIUM:

State:

**Physical Damage**

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		

Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.

Named Insured:  
 APPALACHIAN SEARCH AND RESCUE  
 CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
 Policy Period: From 02-01-2019  
 To 02-01-2020

**ITEM FOUR: Hired, Borrowed, and Commandeered Coverage (if applicable)**

**Covered Autos Liability Coverage**

Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
PA	IF ANY	\$ 1.461		INCL

TOTAL HIRED AUTO PREMIUM:

**Covered Autos Liability Coverage**

Rating Basis, Number of Days-  
 (For Mobile or Farm Equipment – Rental Period Basis)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium

TOTAL HIRED AUTO PREMIUM:

State:

**Physical Damage**

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		

Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.

Named Insured:  
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**ITEM FOUR: Hired, Borrowed, and Commandeered Coverage (if applicable)**

**Covered Autos Liability Coverage**

Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
VA	IF ANY	\$ 1.402		\$ 93
TOTAL HIRED AUTO PREMIUM:				\$ 93

**Covered Autos Liability Coverage**

Rating Basis, Number of Days-  
 (For Mobile or Farm Equipment – Rental Period Basis)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium
TOTAL HIRED AUTO PREMIUM:				

State:

**Physical Damage**

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.			

Named Insured:  
APPALACHIAN SEARCH AND RESCUE  
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
Policy Period: From 02-01-2019  
To 02-01-2020

**ITEM FIVE: Non-Ownership Liability**

Named Insured's Business	Rating Basis	Number	Premium
EMERGENCY SERVICE ORGANIZATION	Number of volunteers/employees	340	\$ 975
Extended coverage			INCL

**Auto Forms**

See Schedule of Forms and Endorsements

Named Insured:  
 APPALACHIAN SEARCH AND RESCUE  
 CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
 Policy Period: From 02-01-2019  
 To 02-01-2020

## AUTO COVERAGE PART DECLARATIONS

**ITEM ONE:** Named Insured - Refer to the Common or Auto Policy Declarations

**ITEM TWO:** Coverage and Covered Autos

This coverage part provides only those coverages activated by a Covered Auto Symbol or a Premium shown below:

Coverage	Covered Auto Symbols	Limit of Insurance (this is the most we will pay for any one accident or loss)	Premium
Liability (combined single limit)	8, 9	\$1,000,000 each accident	\$ 1,068
Personal Injury Protection (PIP) (or equivalent no-fault coverage)	N/A	Refer to ITEM THREE and each PIP or added PIP endorsement	
Added Personal Injury Protection (or equivalent added no-fault coverage)	N/A	Separately stated in each added PIP endorsement	
Property Protection Insurance (Michigan Only)	N/A	Separately stated in the P.P.I. endorsement minus Ded. for each accident	
Auto Medical Payments	N/A	each person	
Medical Expense and Income Loss Benefits (Virginia only)	N/A	Separately stated in each Medical Expense and Income Loss Benefits endorsement	
Uninsured Motorists (UM)	N/A	each accident	
Underinsured Motorists (UIM) (when not included in UM coverage)	N/A		
Physical Damage – Comprehensive	N/A	Refer to ITEM THREE and ITEM FOUR (if applicable)	
Physical Damage – Specified Causes of Loss	N/A		
Physical Damage – Collision	N/A		
Physical Damage – Towing and Labor	N/A	Refer to ITEM THREE	
Other Auto Coverages			
Estimated Coverage Part Premium:			\$ 1,068.00
Taxes, Fees and Surcharges:			
Total Premium:			\$ 1,068.00

Named Insured:  
APPALACHIAN SEARCH AND RESCUE  
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
Policy Period: From 02-01-2019  
To 02-01-2020

**ITEM THREE: Schedule of Your Auto Coverage**

**Auto Schedule Summary**

Veh. Num.	Year	Make	Model	PE Code	V.I.N.	Value
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Named Insured:  
APPALACHIAN SEARCH AND RESCUE  
CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
Policy Period: From 02-01-2019  
To 02-01-2020

Vehicle #

Insured's #:

Insured Entity:

Year:

Use:

Make:

Class Code:

Model:

State:

V.I.N.:

Territory:

Valuation:

Coverages:

Limit of Insurance

Deductible

Premium

Liability (combined single limit)  
Personal Injury Protection (PIP)  
Added Personal Injury Protection  
Property Protection Insurance (MI only)  
Auto Medical Payments  
Medical Exp. And Income Loss  
Benefits (VA only)  
Uninsured Motorists (UM)  
Underinsured Motorists (UIM)  
Physical Damage – Comprehensive  
Physical Damage – Specified Causes of Loss  
Physical Damage – Collision  
Physical Damage – Towing and Labor  
Other Auto Coverages  
Total:

Vehicle #

Insured's #:

Insured Entity:

Year:

Use:

Make:

Class Code:

Model:

State:

V.I.N.:

Territory:

Valuation:

Coverages:

Limit of Insurance

Deductible

Premium

Liability (combined single limit)  
Personal Injury Protection (PIP)  
Added Personal Injury Protection  
Property Protection Insurance (MI only)  
Auto Medical Payments  
Medical Exp. And Income Loss  
Benefits (VA only)  
Uninsured Motorists (UM)  
Underinsured Motorists (UIM)  
Physical Damage – Comprehensive  
Physical Damage – Specified Causes of Loss  
Physical Damage – Collision  
Physical Damage – Towing and Labor  
Other Auto Coverages  
Total:

Named Insured:  
 APPALACHIAN SEARCH AND RESCUE  
 CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
 Policy Period: From 02-01-2019  
 To 02-01-2020

**ITEM FOUR: Hired, Borrowed, and Commandeered Coverage (if applicable)**

**Liability Coverage**  
**Rating Basis, Cost of Hire**

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
MD	IF ANY	\$ 2.073		INCL
TOTAL PREMIUM:				

**Liability Coverage**  
**Rating Basis, Number of Days-  
 (For Mobile or Farm Equipment – Rental Period Basis)**

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium
TOTAL PREMIUM:				

State:

**Physical Damage**

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.			



Named Insured:  
 APPALACHIAN SEARCH AND RESCUE  
 CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
 Policy Period: From 02-01-2019  
 To 02-01-2020

**ITEM FOUR: Hired, Borrowed, and Commandeered Coverage (if applicable)**

**Liability Coverage**  
 Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
PA	IF ANY	\$ 1.461		INCL
TOTAL PREMIUM:				

**Liability Coverage**  
 Rating Basis, Number of Days-  
 (For Mobile or Farm Equipment – Rental Period Basis)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium
TOTAL PREMIUM:				

State:

**Physical Damage**

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.			

Named Insured:  
 APPALACHIAN SEARCH AND RESCUE  
 CONFERENCE, INC

Policy Number: VFIS-CM-1050344-12/000  
 Policy Period: From 02-01-2019  
 To 02-01-2020

**ITEM FOUR: Hired, Borrowed, and Commandeered Coverage** (if applicable)

**Liability Coverage**  
 Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
VA	IF ANY	\$ 1.402		\$ 93
TOTAL PREMIUM:				\$ 93

**Liability Coverage**  
 Rating Basis, Number of Days-  
 (For Mobile or Farm Equipment – Rental Period Basis)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium
TOTAL PREMIUM:				

State:

**Physical Damage**

Coverage	Valuation and Deductible	Estimated Cost of Hire	Premium
Comprehensive	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Collision	Actual cash value or the cost of repair, whichever is less, minus a deductible for each covered auto		
Such insurance as is afforded by hired auto physical damage coverage also applies to autos you Commandeer.			

Named Insured:  
APPALACHIAN SEARCH AND RESCUE  
CONFERENCE, INC

Policy Number:VFIS-CM-1050344-12/000  
Policy Period: From 02-01-2019  
To 02-01-2020

**ITEM FIVE: Non-Ownership Liability**

Named Insured's Business	Rating Basis	Number	Premium
EMERGENCY SERVICE ORGANIZATION	Number of volunteers / employees	340	\$ 975
Extended coverage			INCL

**Auto Forms**

See Schedule of Forms and Endorsements

**WAIVER OF GOVERNMENTAL OR CHARITABLE IMMUNITY  
ENDORSEMENT – PROPERTY DAMAGE**

Named Insured APPALACHIAN SEARCH AND RESCUE	Endorsement Number
Policy Number VFIS-CM-1050344-12/000	Endorsement Effective 02-01-19
Countersigned by  <p style="text-align: center;">(Authorized Representative)</p>	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**

We will waive, both in the adjustment of claims and in the defense of any "property damage" suit against the "insured", any charitable or governmental immunity of the "insured", unless the "insured" requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

## CARE, CUSTODY OR CONTROL EXCLUSION ENDORSEMENT

Named Insured APPALACHIAN SEARCH AND RESCUE	Endorsement Number
Policy Number VFIS-CM-1050344-12/000	Endorsement Effective 02-01-19
Countersigned by  (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

LIABILITY COVERAGE is changed as follows:

B. Exclusion 6., CARE CUSTODY OR CONTROL, is deleted and replaced by:

6. CARE, CUSTODY OR CONTROL

This insurance does not apply to "property damage" to or "covered pollution cost or expense" involving property owned, transported by, or in the care, custody or control of the Named Insured.

The exclusion does not apply to "property damage" to a building and its contents or garage and its contents rented to, used by, or in the care, custody or control of the Named Insured. This exclusion also does not apply to property owned by an "insured" other than the Named Insured or to property transported by or in the care, custody or control of an "insured."

The amount payable for "property damage" to a building and its contents or garage and its contents, rented to, used by, or in the care, custody or control of the Named Insured will be subject to a \$250 deductible.

This exclusion does not apply to liability assumed under a sidetrack agreement.

The provisions of this endorsement are subject to item B.5., OTHER INSURANCE, included as a part of BUSINESS AUTO CONDITIONS.

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Authorized Agent

## COMMANDEERED AUTO DEFINITION ENDORSEMENT

Named Insured APPALACHIAN SEARCH AND RESCUE	Endorsement Number
Policy Number VFIS-CM-1050344-12/000	Endorsement Effective 02-01-19
Countersigned by  (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

#### SECTION V - DEFINITIONS

The following definition is added:

"Commandeered auto" means an "auto" belonging to someone else that you seize, confiscate or take arbitrarily by force, into your temporary care, custody or control while using it as part of an "emergency situation." "Commandeered auto" does not include an "auto" owned by or available to an employee or volunteer of your organization from whom you have tacit approval to use the "auto".

"Emergency Situation" means an unexpected situation demanding immediate official action.

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

## **VIRGINIA EMERGENCY SERVICE ORGANIZATION AUTO LIABILITY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **SECTION II - LIABILITY COVERAGE**

#### **VOLUNTEERS AND 'EMPLOYEES' AS 'INSUREDS'**

**A.1. Who Is An Insured** is modified by the addition of paragraph **d.** as follows:

- d.** Any volunteer or "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### **TEMPORARY SUBSTITUTE VEHICLE COVERAGE**

**A.1. Who Is An Insured** is modified by the addition of paragraph **e.** as follows:

- e.** The owner or anyone else from whom you rent, lease or borrow a substitute vehicle is an "insured" but only for that covered "auto". The substitute must be for a similar scheduled vehicle which is out of normal use because of its breakdown, repair, servicing, loss or destruction. The substitute "auto" will be considered a covered "auto" you own and not a covered "auto" you rent, lease, or borrow.

#### **OWNER OF 'COMMANDEERED AUTO' AS AN 'INSURED'**

**A.1. Who Is An Insured** is modified by the addition of paragraph **f.** as follows:

- f.** The owner of a "commandeered auto" is an "insured" while the "commandeered auto" is in your temporary care, custody or control and is being used as part of an "emergency operation". The "commandeered auto" will be considered a covered "auto" you own and not a covered "auto" you borrow.

#### **ADDITIONAL EXPENSES YOU INCUR AT OUR REQUEST**

Sub-paragraph **a.(4)** of **Supplementary Payments** under **A.2. Coverage Extensions** is deleted and replaced with the following:

- (4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.

#### **EXPECTED OR INTENDED INJURY**

Paragraph **1.** of **B. Exclusions** is deleted and replaced with the following:

- 1. Expected or Intended Injury**  
"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from actions taken to protect persons or property and arising out of the use of a covered "auto".

**'BODILY INJURY' TO VOLUNTEER EMERGENCY SERVICE PROVIDERS**

Paragraph 4. of **B. Exclusions** in both the **BUSINESS AUTO COVERAGE FORM** and the **VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM** endorsement is deleted and replaced with the following:

**4. Employee Indemnification and Employer's Liability**

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of employment by the "insured";
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph a. above; or
- c. Any volunteer firefighter or other volunteer worker of the "insured" if sustained while such person is using or maintaining a covered "auto" or is otherwise engaged in other volunteer firefighting, rescue squad or ambulance corps operations of the "insured".
- d. The spouse, child, parent, brother or sister of that volunteer as a consequence of paragraph c. 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:

- (a) "Bodily injury" to "employees", volunteer firefighters or other volunteer workers not entitled to workers' compensation benefits; or
- (b) Liability assumed by the "insured" under an "insured contract".

**SECTION V – DEFINITIONS**

For the purposes of this endorsement, the following definitions are added:

"Commandeered auto" means an "auto" belonging to someone else that you seize, confiscate or take arbitrarily by force into your temporary care, custody or control while using it as part of an "emergency situation". "Commandeered auto" does not include an "auto" owned by or available to a volunteer or "employee" of your organization from whom you have tacit approval to use the "auto".

"Emergency situation" means an unexpected situation demanding immediate official action.



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

## **VIRGINIA CARE, CUSTODY OR CONTROL EXCLUSION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

The following replaces exclusion **6.** of **SECTION II – LIABILITY COVERAGE** in both the **BUSINESS AUTO COVERAGE FORM** and the **VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM**:

### **6. Care, Custody or Control**

"Property damage" to property owned by, transported by, or in the care, custody or control of the Named Insured. But this exclusion shall not apply to:

- a.** A building and its contents or a garage and its contents rented to, used by or in the care, custody or control of the Named Insured;
- b.** Property owned by an "insured" other than the Named Insured or to property transported by or in the care, custody or control of an "insured"; or
- c.** Liability assumed under a sidetrack agreement.

The amount payable for "property damage" to a building and its contents or a garage and its contents rented to, used by or in the care, custody or control of the Named Insured is subject to a \$250 deductible.

This endorsement is subject to General Condition **B.5. Other Insurance** of **SECTION IV. BUSINESS AUTO CONDITIONS**.

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

**VIRGINIA WAIVER OF GOVERNMENTAL  
OR CHARITABLE IMMUNITY**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

We will waive, both in the adjustment of claims and in the defense of any "property damage" "suit" against the "insured", any charitable or governmental immunity of the "insured", unless the "insured" requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

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

<b>19</b>	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.
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**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 Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

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

**SECTION II – LIABILITY COVERAGE**

**A. Coverage**

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

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

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

**1. Who Is An Insured**

The following are "insureds":

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

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

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

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

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

These payments will not reduce the Limit of Insurance.

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

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

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as 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.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

#### 11. Pollution

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

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

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

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

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

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

#### 12. War

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

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

#### 13. Racing

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

#### C. Limit Of Insurance

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

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

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

### SECTION III – PHYSICAL DAMAGE COVERAGE

#### A. Coverage

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

**a. Comprehensive Coverage**

From any cause except:

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

**b. Specified Causes Of Loss Coverage**

Caused by:

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

**c. Collision Coverage**

Caused by:

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

**2. Towing**

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

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

**D. Deductible**

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

## SECTION IV – BUSINESS AUTO CONDITIONS

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

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

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

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

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

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

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

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

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

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

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

#### 4. Loss Payment – Physical Damage Coverages

At our option we may:

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

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

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

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

## B. General Conditions

### 1. Bankruptcy

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

### 2. Concealment, Misrepresentation Or Fraud

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

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

### 3. Liberalization

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

### 4. No Benefit To Bailee – Physical Damage Coverages

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

### 5. Other Insurance

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

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

### 6. Premium Audit

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

### 7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
  - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

### 8. Two Or More Coverage Forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

### SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

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, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

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

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

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

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

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

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - 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;
  - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
  - J. "Loss" means direct and accidental loss or damage.
  - K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    - 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.**

## **VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM**

For a covered "auto" licensed or principally garaged in Virginia, 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.

**A. Paragraph A. Coverage of Section II – Liability Coverage** is replaced by the following:

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 have the right and duty to defend any "suit" for such damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**B. Paragraph A.1.b. of Section II – Liability Coverage** is amended by the addition of the following:

**1. Who Is An Insured**

The following are "insureds":

**b.** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

**(6)** Your customers, if you are in the motor vehicle business. However, if a customer of yours:

**(a)** Has no other valid and collectible insurance applicable to the same "accident", they are an "insured" but only up to the financial responsibility limits specified in Section 46.2-472 of the Code of Virginia.

**(b)** Has other valid and collectible insurance applicable to the same "accident" less than the financial responsibility limits specified in Section 46.2-472, they are an "insured" only for the amount by which the financial responsibility law limits exceed the limits of their other insurance.

Motor vehicle business means the business of selling, leasing, repairing, servicing, storing or parking motor vehicles which are:

**(a)** Used for demonstration purposes by a prospective purchaser;

**(b)** Loaned or leased to another as a temporary substitute while such person's "auto" is being repaired or serviced; or

**(c)** Leased to another for a period of six months or more.

**C. Paragraph A.2. Coverage Extensions of Section II – Liability Coverage** is amended as follows:

**1.** Paragraphs **a.(3)**, **a.(5)** and **a.(6)** of **Supplementary Payments** are replaced by the following:

**a. Supplementary Payments**

We will pay for the "insured":

**(3)** The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(5) All court costs taxed against the "insured" in any "suit" 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 judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

2. Paragraph **a. Supplementary Payments** is amended by the addition of the following:

**a. Supplementary Payments**

We will pay for the "insured":

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

D. Paragraph **A.2.b.(1)** of **Section II – Liability Coverage** is replaced by the following:

**2. Coverage Extensions**

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

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

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used.

E. Paragraph **B. Exclusions** of **Section II – Liability Coverage** is amended as follows:

1. Paragraph **B.4. Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of employment by the "insured"; 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 "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

2. Paragraph **B.5. Fellow Employee** Exclusion is deleted.

3. Paragraph **B.6. Care, Custody Or Control** Exclusion is replaced by the following:

"Property damage" to 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.

4. Paragraph **B.11. Pollution** Exclusion is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". This exclusion does not apply if the discharge is sudden and accidental.

5. Paragraph **B.12. War** Exclusion is replaced by the following:

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

F. Paragraph **C. Limit Of Insurance** of **Section II** is replaced by the following:

1. 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 resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

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

2. We will apply the limit shown in the Declarations to first provide the separate limits required by Virginia law as follows:

a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and

b. Subject to **2.a.** above, \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and



- c. \$20,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

**G. The Business Auto Conditions of Section IV are amended as follows:**

**1. Paragraph A.2.b.(3) of the Duties In The Event Of Accident, Claim Or Loss Condition is replaced by the following:**

- b. Additionally, you and any other involved "insured" must:

- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit". The "insured" will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages.

**2. Paragraph A.2.c. of the Duties In The Event Of Accident, Claim Or Loss Condition is replaced by the following:**

- c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following, but only with respect to a Physical Damage claim:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Do what is reasonably necessary to protect the covered "auto" from further damage. Also keep a record of your expenses for payment in the settlement 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. Paragraph A.4. of the Loss Payment – Physical Damage Coverages Condition is replaced by the following:**

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:

- (1) The applicable sales and use tax for the damaged or stolen property;
- (2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto"; and
- (3) Any applicable general average, salvage or disposal charges.

**4. Paragraph B.2. Concealment, Misrepresentation Or Fraud Condition is replaced by the following:**

Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to the Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

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

**5. Paragraph B.5.b. of the Other Insurance Condition is replaced by the following:**

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 deemed to be a covered "auto" you don't own.

**6. Paragraph B.6. Premium Audit Condition is replaced by the following:**

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.

**7. Paragraph B.8. of the Two Or More Coverage Forms Or Policies Issued By Us Condition is deleted.**

**H. Section V – Definitions is amended as follows:**

- 1. The "covered pollution cost or expense" definition is deleted.

2. Exceptions **b.** and **c.** to the "insured contract" definition are deleted.

3. The definition of "suit" is replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage", to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages 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 are claimed and to which the "insured" submits with our consent.

**I. Changes In Endorsements**

1. All references to Auto Medical Payments are replaced in the endorsements by Medical Expense Benefits.

2. All references to personal injury protection (no-fault) and "covered pollution cost or expense" in any endorsement do not apply.

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

## **MARYLAND CHANGES**

For a covered "auto" licensed or principally garaged in Maryland, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Covered Autos Liability Coverage**

1. The **Fellow Employee** Exclusion is replaced by the following:

#### **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.

However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

2. The **Racing** Exclusion is replaced by the following:

#### **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.

However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

### **B. Changes In Physical Damage Coverage**

The "diminution in value" exclusion does not apply.

### **C. Changes In Conditions**

1. The lead-in to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

2. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

#### **Concealment, Misrepresentation Or Fraud**

We do not provide coverage for an "insured" who:

- a. Intentionally conceals or misrepresents a material fact; or
- b. Has made fraudulent statements or engaged in fraudulent conduct;

in connection with any "accident" or "loss" for which coverage is sought under this policy.

However, we will provide Covered Autos Liability Coverage to such "insured" for damages sustained by any person who has not:

- (1) Intentionally concealed or misrepresented a material fact; or
- (2) Made fraudulent statements or engaged in fraudulent conduct;

if such damages result from an "accident" which is otherwise covered under this policy.

3. Paragraph **a.** of the **Premium Audit** Condition is replaced by the following:

- 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 30 days from the date of the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

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

## **PENNSYLVANIA CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Covered Autos Liability Coverage**

The following is added to Paragraph **2.a. Supplementary Payments:**

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

### **B. Changes In Conditions**

1. Paragraph **2.b.(5)** of the **Duties In The Event Of An Accident, Claim, Suit Or Loss** Condition is replaced by the following:

**(5)** After we show good cause, submit to examination at our expense, by physicians of our choice.

2. The following is added to Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us** Condition:

If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

3. The following paragraph is added to the **Other Insurance** Condition:

If you are a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, then:

- a. For any "auto" you own, which is loaned to a customer as a temporary substitute for an "auto" insured under a "customer's private passenger automobile insurance policy" which is out of use because it is being transported, serviced, repaired or inspected, Covered Autos Liability, but only with respect to damages because of "bodily injury" and Physical Damage Coverage provided by this Coverage Form shall be excess in the event of an "accident" or "loss".
- b. For any "auto" insured under your "customer's private passenger automobile insurance policy", while it is being transported, serviced, repaired or inspected by you or your "employee":
  - (1)** Covered Autos Liability, but only with respect to damages because of "bodily injury";

- (2) Comprehensive Coverage;
- (3) Specified Cause Of Loss Coverage; and/or
- (4) Collision Coverage;

provided by this Coverage Form shall be primary in the event of an "accident" or "loss".

**4. The following is added to Paragraph B. General Conditions:**

**a. Constitutionality Clause**

The premium for, and the coverages of, this Coverage Form have been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law. In the event a court, from which there is no appeal, declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Coverage Form and void or amend the provisions of the Coverage Form, subject to the approval of the Insurance Commissioner.

**b. Conformity Clause**

If you are a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, then whenever an "auto" insured under your "customer's private passenger automobile insurance policy" is being transported, serviced, repaired or inspected by you or your "employee":

- (1) The provisions of the:
  - (a) Covered Autos Liability, but only with respect to damages because of "bodily injury";

- (b) Comprehensive Coverage;
- (c) Specified Cause Of Loss Coverage; and/or
- (d) Collision Coverage;

provided by this Coverage Form are hereby amended to conform to 40 Pa. Stat. Ann. § 991.2007a; and

- (2) Pursuant to 40 Pa. Stat. Ann. § 991.2007a, the Limits Of Insurance provided in the Schedule or in the Declarations are hereby increased as needed to an amount equal to the:

- (a) Applicable limit(s);
- (b) Actual cash value; and/or
- (c) Amount necessary to repair or replace the property with other property of like kind and quality; set forth in the "customer's private passenger automobile insurance policy".

**C. Changes In Definitions**

For motor vehicle dealers as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, the following definition is added:

"Customer's private passenger automobile insurance policy" means a private passenger automobile insurance policy that:

- 1. Is currently in effect; and
- 2. Lists an "auto" owned by your customer or a "customer's auto" in the Declarations.

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

## **MARYLAND CANCELLATION CHANGES**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The **Cancellation** Common Policy Condition is changed as follows:

1. Paragraph **2.** is replaced by the following:

a. When this Policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this Policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation, stating the reason for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- (2) 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.

b. When this Policy has been in effect for more than 45 days or is a renewal policy, we may cancel this Policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **(2)**, we may cancel only for one or more of the following reasons:

- (a) When there exists material misrepresentation or fraud in connection with the application, policy or presentation of a claim.
- (b) A change in the condition of the risk that results in an increase in the hazard insured against.
- (c) A matter or issue related to the risk that constitutes a threat to public safety.
- (d) If the Named Insured's driver's license or motor vehicle registration, or that of a driver insured under the Coverage Form, has been suspended or revoked during the policy period as a result of the "insured's" driving record.

If we cancel pursuant to Paragraph **b.(2)**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.

- 2. Paragraph 3. does not apply.
- 3. Paragraph 5. is replaced by the following:  
If this Policy is cancelled, we will send the first Named Insured any premium refund due.

- a. The refund will be pro rata if:
  - (1) We cancel; or
  - (2) The Policy is not a renewal policy, and the first Named Insured cancels upon receiving written notice that we recalculated the premium based on the discovery of a material risk factor during the first 45 days the Policy has been in effect.

- b. If the first Named Insured cancels, other than the cancellation described in Paragraph a.(2), the refund will be calculated as follows:

**(1) Policies Written For One Year Or Less**

We will refund 90% of the pro rata unearned premium.

**(2) Policies Written For More Than One Year**

- (a) If the Policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.
- (b) If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

**(3) Continuous And Annual Premium Payment Policies**

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

We will retain the minimum premium, except if the Policy is cancelled as of the inception date.

However, if this Policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the Policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

- 4. Paragraph 6. is replaced by the following:  
We will send notice of cancellation to the first Named Insured by a "first-class mail tracking method" if:

- a. We cancel for nonpayment of premium; or
- b. This Policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this Policy:

- a. Is a renewal of a policy we issued; or
- b. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

- B. The following condition is added:

**Nonrenewal**

- 1. If we decide not to renew or continue this Policy, we will mail to the first Named Insured written notice at least 45 days before the end of the policy period.
- 2. We will mail our notice of nonrenewal to the first Named Insured's last mailing address known to us. We will send notice of nonrenewal to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
- 3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
- 4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the Policy will terminate on the renewal date for nonpayment of premium.



**C.** The following definition is added:

"First-class mail tracking method" means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including a certificate of mail and an electronic mail tracking system used by the United States Postal Service.

"First-class mail tracking method" does not include a certificate of bulk mailing.

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

## **VIRGINIA CHANGES IN POLICY – CANCELLATION AND NONRENEWAL**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** If you are an individual and a covered "auto" you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance including, but not limited to, any period of time a covered "auto" is being used by an insured ("insured") who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then the **Cancellation** Common Policy Condition does not apply. The following conditions apply instead:
- 1. Cancellation**
    - a.** You or your attorney-in-fact may cancel the Policy by returning to us or by mailing to us advance written notice of the date cancellation is to take effect.
    - b.** We may cancel this Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation at least:
      - (1)** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      - (2)** 45 days before the effective date of cancellation if we cancel for any other reason.
    - c.** When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:
      - (1)** Nonpayment of premium.
      - (2)** Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period or, if the Policy is a renewal, during its policy period or the 90 days immediately preceding the last effective date.
      - (3)** You or your attorney-in-fact has notified us that you have changed your legal residence to a state other than Virginia and your covered "auto" will be principally garaged in your new state.
      - (4)** We replace this Policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this Policy is cancelled and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
    - d.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
    - e.** If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancels, the refund, if any, will be computed in accordance with the procedure described in Paragraph **C.** of this endorsement.

- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

## 2. Nonrenewal

- a. If we decide not to renew or continue this Policy, we will mail the first Named Insured shown in the Declarations notice at least 45 days before the end of the policy period. If the Policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six-month period following its original effective date.
- b. If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

## 3. Mailing Of Notices

- a. Any notice of cancellation or nonrenewal will be mailed to the first Named Insured's last known address in accordance with Virginia Law. However, we may deliver any notice instead of mailing it.
- b. The notice of cancellation or nonrenewal will state the specific reason(s) for cancellation or nonrenewal, except when a policy is being cancelled or nonrenewed for nonpayment of premium.

## B. For all other risks not described in Paragraph A. above:

### 1. Paragraphs 1. and 2. of the **Cancellation** Common Policy Condition are replaced by the following:

- a. You or your attorney-in-fact may cancel the Policy by mailing or delivering to us advance written notice of the date cancellation is to take effect.

- b. We may cancel the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation, stating the reason(s) for cancellation, at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any other reason.

### 2. Paragraph 3. of the **Cancellation** Common Policy Condition does not apply.

### 3. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

- 5. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancels, the refund, if any, will be computed in accordance with the procedure described in Paragraph C. of this endorsement.

### 4. The following conditions are added:

#### a. Nonrenewal

- (1) We may nonrenew the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of nonrenewal, stating the reason for nonrenewal, at least:

- (a) 15 days before the expiration date of the Policy if we nonrenew for nonpayment of premium; or
- (b) 45 days before the expiration date of the Policy if we nonrenew for any other reason.

- (2) If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

**b. Mailing Of Notices**

Any notice of cancellation or nonrenewal will be mailed to the first Named Insured's last known address in accordance with Virginia Law. However, we may deliver any notice instead of mailing it.

**C. The following provisions govern the calculation of return premium for all risks:**

1. We will compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:
  - a. At our request;
  - b. Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
  - c. And rewritten by us or a member of our company group; or
  - d. After the first year, if it is a prepaid policy written for a term of more than one year.
2. When this Policy is cancelled at your request (except when Paragraph 1.b., 1.c. or 1.d. applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
3. When this Policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
  - a. Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.

- b. Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force, as determined by Paragraph 3.a., rounded to the next higher whole dollar.
- c. Pro rata unearned premium will be determined by subtracting Paragraph 3.b. from Paragraph 3.a.
- d. The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
- e. Calculate the short rate earned premium by adding Paragraphs 3.b. and 3.d.
- f. If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
- g. If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.

However, earned premium will not be less than our policywriting minimum premium.

**D. Additional Definitions**

As used in this endorsement:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

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

## **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE – FIRE, POLICE AND EMERGENCY VEHICLES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Physical Damage Coverage is changed as follows:

- A.** The exclusion relating to Audio, Visual and Data Electronic Equipment in Paragraphs **B.4.c.** and **B.4.d.** of the Business Auto and **B.2.c.** and **B.2.d.** of the Business Auto Physical Damage Coverage Forms does not apply to any equipment that is installed in or upon a covered "auto" which is:
1. Owned by a police or fire department;
  2. Equipped as an emergency vehicle and owned by a political body or any of its agencies; or
  3. Equipped as an emergency vehicle and owned by a volunteer fire department, volunteer rescue squad or volunteer ambulance corps.
- B.** For covered "autos" described above, the **Limit Of Insurance** provision in Paragraph **C.2.** does not apply.

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

## **PROFESSIONAL SERVICES NOT COVERED**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.
2. "Bodily injury" resulting from food or drink furnished with these services.
3. "Bodily injury" or "property damage" resulting from the handling of corpses.



## CLAIM REPORTING

Successful claim handling begins with prompt notification. Incidents that will or might give rise to a claim should be immediately reported to your agent. The agent will relay pertinent information to Glatfelter Claims Management, Inc. (GCM). Minimum information needed is:

- Name and telephone number of insured contact person.
- Date, time and location of the accident or incident.
- Description of how the incident occurred.
- Description of the vehicle or property involved.
- Description of the damage and/or injuries.
- Description of any other automobiles, property, persons and witnesses involved, including addresses and telephone numbers, if available.
- If known, the name and incident report number of the responding police department or other authority.

Do not delay reporting an incident to your agent waiting on information such as a police report, repair estimate, or other claim details. When additional information is obtained, it should be promptly reported to your agent or the claim handler assigned by GCM.

Should a claim arise, some important points to remember are:

- Provide assistance to injured persons.
- Protect property from further damage.
- Do not divulge information to anyone other than the assigned claim handler or GCM's authorized representative.
- If a lawsuit is filed, contact your agent immediately who will transmit copies to GCM.

If an after-hours emergency should arise, please contact our office for assistance.

Glatfelter Claims Management, Inc.  
P.O. Box 5126  
York, PA 17405  
Telephone: (800) 233-1957  
Claims Fax: (717) 747-7051  
E-Mail: [claims@glatfelters.com](mailto:claims@glatfelters.com)

License Number: 2D89880 (California only)

Glatfelter Claims Management, Inc., a division of Glatfelter Insurance Group, is a wholly owned, third-party claims administrator charged with the handling of claims for VFIS, on behalf of American Alternative Insurance Corporation.



**(800) 233-1957**

**[www.vfis.com](http://www.vfis.com)**

**Volunteer Firemen's Insurance Services, Inc.®**

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are all registered service marks of the same PA Corporation.



## **VIRGINIA IMPORTANT NOTICE REGARDING HEALTH CARE AND DISABILITY BENEFITS COVERAGE**

**IN ADDITION TO THE MINIMUM INSURANCE REQUIRED BY LAW, YOU MAY PURCHASE ADDITIONAL INSURANCE COVERAGE FOR THE NAMED INSURED AND FOR HIS RELATIVES WHO ARE MEMBERS OF HIS HOUSEHOLD WHILE IN OR UPON, ENTERING OR ALIGHTING FROM A MOTOR VEHICLE, OR THROUGH BEING STRUCK BY A MOTOR VEHICLE WHILE NOT OCCUPYING A MOTOR VEHICLE, AND FOR OCCUPANTS OF THE INSURED MOTOR VEHICLE. THE FOLLOWING HEALTH CARE AND DISABILITY BENEFITS ARE AVAILABLE FOR EACH ACCIDENT:**

- 1. PAYMENT OF UP TO \$2,000 PER PERSON FOR ALL REASONABLE AND NECESSARY EXPENSES FOR MEDICAL, CHIROPRACTIC, HOSPITAL, DENTAL, SURGICAL, PROSTHETIC AND REHABILITATION SERVICES, SERVICES PROVIDED BY AN EMERGENCY MEDICAL SERVICES VEHICLE AS DEFINED IN SECTION 32.1-111.1, AND FUNERAL EXPENSES RESULTING FROM THE ACCIDENT AND INCURRED WITHIN THREE YEARS AFTER THE DATE OF THE ACCIDENT. HOWEVER, IF YOU DO NOT PURCHASE THE \$2,000 LIMIT OF COVERAGE, YOU AND THE COMPANY MAY AGREE TO ANY OTHER LIMIT; AND**
- 2. AN AMOUNT EQUAL TO THE LOSS OF INCOME UP TO \$100 PER WEEK IF THE INJURED PERSON IS ENGAGED IN AN OCCUPATION FOR WHICH HE RECEIVES COMPENSATION, FROM THE FIRST WORKDAY LOST AS A RESULT OF THE ACCIDENT UP TO THE DATE THE PERSON IS ABLE TO RETURN TO HIS USUAL OCCUPATION. SUCH PAYMENTS ARE LIMITED TO A PERIOD EXTENDING ONE YEAR FROM THE DATE OF THE ACCIDENT.**

**IF YOU DESIRE TO PURCHASE EITHER OR BOTH OF THESE COVERAGES AT AN ADDITIONAL PREMIUM, YOU MAY DO SO BY CONTACTING THE AGENT OR COMPANY THAT ISSUED YOUR POLICY.**

## NOTICE TO APPLICANTS IN MARYLAND REGARDING CANCELLATION AND PREMIUM RECALCULATION

**CAUTION:** No coverage is provided by this notice; nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is a conflict between the policy and this notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL. PLEASE READ YOUR POLICY CAREFULLY.

The binder or policy you have just agreed to purchase is subject to a 45-day underwriting review period beginning on the effective date of your coverage. If your risk meets our underwriting standards and we discover a material risk factor during the 45-day underwriting period, we shall recalculate the premium for the policy or binder based on the material risk factor. If we decide to recalculate your premium, we will send you a written Notice advising you of the amount of the recalculated premium, the reason(s) for the recalculation and your right to terminate the policy.

If your risk does not meet our underwriting standards, your coverage may be cancelled during the underwriting review period. If we decide to cancel the binder or policy, we will send you a written Notice of Cancellation advising you of the reason(s) for the cancellation and the date on which your policy will be cancelled.

## **IMPORTANT INFORMATION REGARDING YOUR POLICY**

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

American Alternative Insurance Corporation  
555 College Road East  
Princeton, NJ 08543  
1-800-305-4954

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at the following address and telephone number:

Virginia Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23218  
(804) 371-9741  
(800) 552-7945

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or the Bureau of Insurance, have your policy number available.