

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE PLUS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations page or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Broad Form "Insured"	Broadened to include subsidiaries and newly formed or acquired organizations
Blanket Additional Insured	Included
Supplementary Payments Bail Bonds Loss of Earnings	\$3,000 Up to \$500 per day
Fellow "Employee" Exclusion	Deleted for owned autos - excess basis
Hired Car Physical Damage	Up to \$75,000
Loss of Use for Hired Cars	Up to \$1,000 per "accident"
Transportation Expense	Up to \$50 per day/\$1,500 maximum
Glass Breakage Amendment	Deductible waived if glass repaired and not replaced
Rental Reimbursement	Up to \$100 per day/Up to 30 days/\$3,000 maximum
Personal Effects Coverage	Up to \$500 in the event of a total theft of a covered "auto"
Customized Furnishings Coverage	Up to \$500 per "accident"
Duties in the Event of "Accident", Claim, "Suit" or "Loss"	Broadened
Unintentional Failure to Disclose Hazards	Included
Mental Anguish Resulting from "Bodily Injury"	Included
Accidental Airbag Discharge Coverage	Included
Auto Loan or Lease Gap Coverage	Included
Towing and Labor - Private Passenger Type Vehicles	Up to \$100 per disablement

Temporary Substitute Auto - Physical Damage Coverage	Included
Extra Expense - Broadened Coverage	Included
Audio, Visual and Data Electronic Equipment Coverage	Up to \$1,000
Blanket Waiver of Subrogation	Included

1. BROAD FORM INSURED

Section II, A.1., Who Is An Insured, is amended to add the following:

- d. Any legally incorporated entity of which you own at least 51% of the voting stock on the effective date of this endorsement. However, "insured" does not include any entity that is an "insured" under any other automobile liability policy provided by any company.
- e. Any newly acquired or formed organization of which you own at least 51% of voting stock. Coverage for your newly acquired or formed organization shall be:
 - (1) Effective on the date of acquisition or formation; and
 - (2) Afforded until the end of the policy period of this endorsement or the next anniversary of its inception date, whichever is earlier, provided that you notify us in writing before the earlier date, informing us of the newly acquired or formed organization.

This insurance does not apply to:

- (1) Damages arising out of "bodily injury" or "property damage" caused by an "accident" that occurred before the date of acquisition or formation;
- (2) Any newly acquired or formed organization that is already an "insured" under any other valid and collectible "auto" insurance provided by any company.

2. BLANKET ADDITIONAL INSURED

The following is added to **Section II, A.1., Who Is An Insured**:

- f. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured" subject to the following additional provisions:
 - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have executed prior to the "bodily injury" or "property damage".
 - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
 - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to applicable principles of comparative negligence or fault.
 - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
 - (6) The coverage provided will not exceed the lesser of:
 - (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
 - (7) A person's or organization's status as an "insured", including persons or organizations added by endorsements or amendments of coverage, ends when your operations for that "insured" are completed.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Section II, A.2.a., sub-paragraphs (2) and (4) are replaced as follows:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. FELLOW "EMPLOYEE" EXCLUSION

Under **Section II - Liability Coverage, Exclusion B.5.**, related to the fellow "employee", does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

5. HIRED CAR PHYSICAL DAMAGE AND LOSS OF USE

The following additional extension is added to **Section III, Physical Damage Coverage, A.4., Coverage Extensions:**

Hired Car Physical Damage and Loss of Use

If Comprehensive, Specified Perils, or Collision coverages are provided under this policy for any "auto" that is not a hired "auto", then Hired Car Physical Damage Coverage, subject to the following limit, is provided for those coverages.

The most we will pay for any one "accident" or "loss" is \$75,000 or the Actual Cash Value or Cost of Repair, whichever is smallest. Hired Car Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit and excess provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" shown in the Declarations.

For each hired "auto", the limit of insurance shown above shall be reduced by a deductible. That deductible shall be equal to the greatest deductible that applies to any owned covered "auto".

Section III, Physical Damage Coverage, A. 4. b., Loss of Use, is amended to provide the following limits in lieu of as shown:

Our payment is limited to the lesser of:

- (1) Necessary and actual expenses incurred; or
- (2) A maximum of \$1000 per "accident".

6. TRANSPORTATION EXPENSE

Section III, Physical Damage Coverage A.4.a. is amended to provide a limit of \$50 per day and a maximum limit of \$1500 in lieu of as shown.

7. GLASS BREAKAGE

Section III, Physical Damage Coverage, A.3.a. is deleted and replaced by the following:

- a. Glass breakage; however, with respect to private passenger "autos", any deductible shown in the Declarations shall not apply to glass breakage if the glass is repaired rather than replaced in a manner that we deem acceptable.

8. RENTAL REIMBURSEMENT COVERAGE

The following is added to **Section III, A., Physical Damage Coverage:**

Rental Reimbursement

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. However:

- a. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered auto. If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered auto and return it to you.

(2) 30 days.

b. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred.

(2) \$100 per day up to a maximum limit of \$3,000.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under item 5. **TRANSPORTATION EXPENSE** above.

9. PERSONAL EFFECTS COVERAGE

The following is added to **Section III, A., Physical Damage Coverage**:

Personal Effects Coverage

We will pay up to \$500 for loss to wearing apparel and other personal effects which are:

a. Owned by an insured; and

b. In or on your covered auto.

This coverage applies only in the event of a total theft of your covered auto and no deductible applies to this coverage.

10. CUSTOMIZED FURNISHINGS COVERAGE

The following is added to **Section III, A., Physical Damage Coverage, Item 4., Coverage Extensions**:

Customized Furnishings Coverage

a. We will pay with respect to a covered "auto" for "loss" to custom furnishings including, but not limited to:

(1) Special carpeting and insulation;

(2) Height-extending roofs;

(3) Custom murals, paintings, or other decals or graphics.

b. Our limit of liability for loss to custom furnishings in any one "accident" shall be the least of:

(1) The actual cash value of the stolen or damaged property;

(2) The amount necessary to repair or replace the property; or

(3) \$500.

c. This coverage does not apply to electronic equipment.

11. DUTIES IN THE EVENT OF "ACCIDENT", CLAIM, "SUIT" OR "LOSS"

Section IV, Business Auto Conditions, A.2.a. is deleted in its entirety and replaced with the following:

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". You must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge by your "employee" of an "accident" or "loss" will not constitute such knowledge by you, unless the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An officer of the corporation or an insurance manager, if you are a corporation.

Section IV, Business Auto Conditions, A.2.b.(2) is deleted in its entirety and replaced with the following:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit";

Knowledge by your "employee" of documents received concerning a claim or "suit" will not be deemed to be knowledge by you, unless the documents are known to any of your executive officers or partners or your insurance manager.

12. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Section IV, Business Auto Conditions, B. General Conditions Item 2. Is deleted in its entirety and replaced by the following:

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

Any unintentional failure to disclose or misrepresentation of a material fact at any time by you or any other "insured" will not result in a denial of coverage under this policy because of such concealment or misrepresentation.

13. MENTAL ANGUISH WHEN RESULTING FROM BODILY INJURY

Section V, Definitions, Item C., "Bodily Injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means:

1. Bodily injury, sickness or disease sustained by a person, and also includes mental anguish or emotional distress provided such mental anguish or emotional distress results from any of these; and
2. Includes death resulting from bodily injury, sickness or disease.

14. ACCIDENTAL AIRBAG DISCHARGE

The following is added to **Section III, Physical Damage Coverage, B., Exclusion 3.a.:**

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty that may apply.

15. AUTO LOAN OR LEASE GAP COVERAGE

Section III, Physical Damage Coverage, C., Limit of Insurance, is amended to add the following:

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

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:

- a. Overdue lease/loan payments and financial penalties associated with those payments at the time of the "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Nonrefundable security deposits;
- d. All refunds paid or payable to you as a result of the early termination of the lease agreements;
- e. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- f. Carry-over balances from previous loans or leases.

This coverage will only apply when no provision for this or similar coverage is included in the original lease agreement written on the covered leased "auto".

16. TOWING AND LABOR LIMIT

The following replaces **Section III, Physical Damage Coverage, A.2. Towing:**

We will pay up to \$100 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.

17. TEMPORARY SUBSTITUTE AUTO - PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION I - COVERED AUTOS**, paragraph **C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:**

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

18. EXTRA EXPENSE - BROADENED COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, paragraph **A. Coverage:**

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

19. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

- 1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of power from the "auto's" electrical system, in or upon the covered "auto".
- 2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in **A.1.** above. However, this does not include tapes, records or discs.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusions relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

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

- 1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or

2. Both:

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

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of 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";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with the equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

20. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV, A.5., Transfer Of Rights Of Recovery Against Others To Us:**

We waive the right or recovery we may have for payments made for "bodily injury" or "property damage" on behalf of persons or organizations added as "insureds" under Section II - LIABILITY COVERAGE - A.1.d. and e. BROAD FORM "INSURED" and A.1.f. BLANKET ADDITIONAL INSURED.

All other terms and conditions remain the same.