

**COMMERCIAL AUTO COVERAGE PART  
BUSINESS AUTO DECLARATIONS**

Renewal of No. RM CA 271-32-43  
Policy No. RM CA 385-33-06

COVERAGE IS PROVIDED IN THE  
COMPANY DESIGNATED BY NUMBER  
A STOCK INSURANCE COMPANY  
(HEREIN CALLED THE COMPANY)

1

1. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
  2. AMERICAN HOME ASSURANCE
  3. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
  4. THE BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA
  5. COMMERCE AND INDUSTRY INSURANCE COMPANY
  6. NATIONAL UNION FIRE INSURANCE COMPANY OF LOUISIANA
- MEMBERS OF THE  
AMERICAN INTERNATIONAL GROUP, INC.  
EXECUTIVE OFFICES  
70 PINE STREET  
YORK, N.Y. 10270**

**ITEM ONE NAMED INSURED & MAILING ADDRESS**  
**THE STATE OF WEST VIRGINIA**  
(SEE NAMED INSURED ENDT. #1)  
**90 MACCORKLE AVENUE SW, Suite 203**  
**SOUTH CHARLESTON WV 25303**  
**PRODUCER'S NAME & MAILING ADDRESS**  
**ACORDIA OF WEST VIRGINIA**  
**ONE HILLCREST DRIVE EAST**  
**CHARLESTON WV 25326**

FORM OF BUSINESS: [ ] CORPORATION [ ] PARTNERSHIP [ ] INDIVIDUAL OR [X] OTHER GOVERNMENTAL  
POLICY PERIOD: Policy covers FROM **07/01/2006 TO 07/01/2007** at 12:01 A.M. Standard Time at your mailing address shown above.  
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.

**ITEM TWO-SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	10A (SEE ENDT #7)	\$ (SEE ENDT. #6)	\$ 6,733,939
PERSONAL INJURY PROTECTION (P.I.P.) (or equivalent No-fault cov)		SEPARATELY STATED IN EACH P.I.P ENDORSEMENT MINUS \$ Deductible	\$ N/A
ADDED P.I.P.(or equivalent added No-fault cov)		SEPARATELY STATED IN EACH ADDED P.I.P ENDORSEMENT	\$ N/A
PROPERTY PROTECTION INS. (P.P.I.) (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS \$ Deductible FOR EACH ACCIDENT	\$ N/A
UTO MEDICAL PAYMENTS		\$ (NOT COVERED)	\$ N/A
UNINSURED MOTORISTS (UM)		\$ (NOT COVERED)	\$ N/A
UNDERINSURED MOTORISTS (when not Included In UM Cov.)		\$ (NOT COVERED)	\$ N/A
COMPREHENSIVE COVERAGE (SEE ENDT #6)	10B (SEE ENDT #7)	ACTUAL CASH VALUE OR COST OF \$ Ded. FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING	\$ 300,000
SPECIFIED CAUSES OF LOSS COVERAGE		REPAIR, WHICHEVER IS LESS \$25 Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	\$ N/A
COLLISION COVERAGE (SEE ENDT #6)	10C (SEE ENDT #7)	MINUS \$ Deductible FOR EACH COVERED AUTO	\$ 300,000
GARAGEKEEPERS	10C (SEE ENDT #7)	\$ for each disablement of a private passenger auto	\$ 200,000

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:  
**SEE ATTACHED FORM SCHEDULE** PREMIUM FOR ENDORSEMENT \$ ESTIMATED TOTAL PREMIUM \$ 7,533,939  
SURCHARGE

See ITEM FOUR for hired or borrowed "autos".

**ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN**

Covered Auto No.	DESCRIPTION		PURCHASED				TERRITORY: Town & State Where the Covered AUTO will be principally garaged
	Year Model; Trade Name; Body Type	Serial Number (S); Vehicle Identification Number (VIN)	Original Cost	New	Actual NEW(N), Cost & USED (U)		
1	PER SCHEDULE OF VEHICLES ON RECORD WITH THE STATE						
2	PER SCHEDULE OF VEHICLES ON RECORD WITH THE STATE						

  

Covered Auto	Radius of Business Operation (In Miles)	Business use s = service r = retail c = comm	CLASSIFICATION				Code	Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss
			Size, GVW or Vehicle Seating Capacity	Age Group	Primary Rating Factor	Secondary Rating Factor		
	PER SCHEDULE	OF VEHICLES	ON RECORD WITH THE STATE					

*Philip J. Koch*

Countersigned:

BY

Authorized Representative

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORMS, AND FORMS AND ENDORSEMENTS IF ANY ISSUED TO FORM A PART THEREOF COMPLETE THE ABOVE NUMBERED POLICY

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CA 00 03 01 87

Date Issued: 07/01/05

ITEM THREE (Cont'd)

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES						(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)													
Covered Auto No.	LIABILITY		P.I.P.		ADDED P.I.P.	P.P.I. (Mich. only)		AUTO. MED. PAY.		COMPREHENSIVE		SPEC CAUSES OF LOSS	COLLISION		TOWING & LABOR				
	Limit (in Thousands)	Premium	Limit * minus deductible shown below	Pre-Mium	Limit * Premium	Limit* minus deductblf shown below	Pre-mium	Limit- In Thou- Sands)	Pre-mium	Limit ** minus deductible shown below	Pre-mium	Limit** Premium	Limit' minus deductible shown below	Premium	Limit ** Per dis- ablement	Premium			
1	(SEE ENDT # 6)											(SEE ENDT # 6)			(SEE ENDT # 6)				
2																			
Total Premium		\$6,733,939		N/A	N/A				N/A					\$300,000			\$300,000		N/A

Add'l Coverage(s) - Premium, Limit, Deductible: \*Limit stated in each applicable P.I.P. or P.P.I. Endorsement. \*\*Limit stated in ITEM TWO

ITEM FOUR  
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUM, LIABILITY COVERAGE-RATING BASIS, COST OF HIRE

STATE	ESITMATED COST-OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (IF LIAB. COV. IS PRIMARY)	INCLUDED
				INCLUDED
Cost of hire means the total amount you incur for the hire of 'autos' you don't own (not including 'autos' you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.				INCLUDED

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY, DEDUCTIBLE		RATES	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR	\$ (SEE ENDT #6) WHICHEVER IS LESS MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING		INCLUDED
SPECIFIED CAUSES OF LOSS		\$ WHICHEVER IS LESS MINUS \$25 DEDUCTIBLE FOR EACH		N/A
COLLISION		\$ (SEE ENDT #6) WHICHEVER IS LESS MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO		INCLUDED
PHYSICAL DAMAGE COVERAGE for covered 'autos' you hire or borrow is excess unless indicated below by " (x)"				INCLUDED
			TOTAL PREMIUM	INCLUDED

If this box is checked, PHYSICAL DAMAGE COVERAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered 'auto' you hire or borrow is deemed to be a covered 'auto' you own.

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURE'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	IF ANY	\$ INCLUDED
	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$
			\$ INCLUDED

ITEM SIX-SCHEDULE FOR GROSS RECEIPTS OR MILAGE BASIS-LIABILITY COVERAGE-PUBLIC AUTO OR LEASING RENTAL CONCERNS

Estimated Yearly Gross Receipts Mileage	RATES		PREMIUMS	
	Per \$100 of Gross Receipts	Per Mile	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS
			\$	\$
When used as a premium basis: FOR PUBLIC AUTOS			TOTAL PREMIUMS \$	\$
			MINIMUM PREMIUMS \$	\$

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carrier operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees. Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross Receipts means the total amount to which you are entitled for the leasing or rental of 'autos' during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead autos you leased or rented to others during the policy period.

FORMS SCHEDULE

EFFECTIVE DATE: 07/01/2006

NAMED INSURED: THE STATE OF WEST VIRGINIA

POLICY NO: RMCA 385-33-06

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CA0001 (0797)	BUSINESS AUTO COVERAGE FORM
CA0022 (0299)	CHANGES IN COMMERCIAL AUTO
CA0183 (1100)	WEST VIRGINIA CHANGES
CA0252 (0394)	WEST VIRGINIA CHANGES - CANCELLATION
CA9933 (0299)	EMPLOYEES AS INSUREDS
CA9937 (1001)	GARAGEKEEPERS COVERAGE
PA0235 (0394)	WEST VIRGINIA CHANGES-CANCELLATION
IL0003 (1185)	CALCULATION OF PREMIUM
IL0017 (1198)	COMMON POLICY CONDITIONS
IL0021 (0498)	NUCLEAR ENERGY LIAB EXCL (BROAD FORM)

MANUSCRIPT ENDORSEMENT

1. NAMED INSURED ENDORSEMENT
2. AMENDATORY ENDT - CANCELLATION BY US
3. AMENDATORY ENDT - WHEN WE DO NOT RENEW
4. WHO IS AN INSURED
5. FELLOW EMPLOYEE EXCLUSION DELETED
6. AMENDMENT OF LIMITS OF LIABILITY
7. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOL 10
8. PUNITIVE DAMAGES EXCLUSION
9. DENIAL OF FIRST PARTY CLAIMS UPON DEFAULT
10. LARGE RISK RATING PLAN (SHORT FORM)

## 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	Nonowned "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. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 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

In addition to the Limit of Insurance, 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 earning up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (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.

**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 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.

## 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 any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

## 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 Paragraphs 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:

- (1) 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

- (2) 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" 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.

## 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 Extension

We will pay up to \$15 per day to a maximum of \$450 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. 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" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
    - a. Wear and tear, freezing, mechanical or electrical breakdown.
    - b. Blowouts, punctures or other road damage to tires.
  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 receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
    - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

**C. Limit Of Insurance**

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

**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.

#### 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. 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:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

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 apply 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 a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but 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 or order; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "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".

"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";
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- 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. 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:

- (1) 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
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

F. "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.

G. "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 any person or organization 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; or
  - 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.
- H. "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".
- I. "Loss" means direct and accidental loss or damage.
- J. "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 Paragraphs 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.
6. Vehicles not described in Paragraphs 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.
- K. "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.
- L. "Property damage" means damage to or loss of use of tangible property.
- M. "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.
- N. "Temporary worker" means a person who is furnished to you for a finite time period to support or supplement your workforce in special work situations such as "employee" absences, temporary skill shortages and seasonal workloads.
- O. "Trailer" includes semitrailer.

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

# **CHANGES IN COMMERCIAL AUTO COVERAGE FORMS**

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

## **SECTION I – LOSS OF USE**

### **Changes In Physical Damage Coverage**

**Coverage Extension** under Physical Damage Coverage is replaced by the following:

#### **Coverage Extensions**

##### **A. Transportation Expenses**

We will pay up to \$15 per day to a maximum of \$450 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 \$15 per day, to a maximum of \$450.

## **SECTION II – LIMITED WORLDWIDE COVERAGE FOR HIRED AUTOS**

Paragraph 7. Policy Period, Coverage Territory of the **General Conditions** is amended by the addition of the following:

The coverage territory is extended to 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.

## **SECTION III – CHANGES IN DEFINITIONS**

**A.** The definition of "insured contract" contained in **Section V – Definitions** of the Business Auto Coverage Form and **Section VI – Definitions** of the Motor Carrier and Truckers Coverage Forms is replaced by the following:

"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; or

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.

B. The definition of "insured contract" contained in Section VI – **Definitions** of the Garage Coverage Form is replaced by the following:

"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 garage 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. An elevator maintenance agreement;

7. That part of any contract or agreement entered into, as part of your garage 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 "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:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

3. 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

4. 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; or

5. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WEST VIRGINIA CHANGES

For a covered "auto" licensed or principally garaged, or "garage operations" conducted, in West 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.** The Business Auto and Truckers Coverage Forms are changed as follows:

The **Expected Or Intended Injury** exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for amounts up to the limits of liability required by the West Virginia Safety Responsibility Law.

- B.** The Garage Coverage Form is changed as follows:

The **Expected Or Intended Injury** exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply:

1. For amounts up to limits of liability required by the West Virginia Safety Responsibility Law.
2. To "bodily injury" resulting from the use of reasonable force to protect persons or property, for "garage operations" other than covered "autos".

- C.** The **Appraisal For Physical Damage Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the **Appraisal** Condition in the Physical Damage Coverage Form is replaced by the following:

If you and we disagree on the amount of "loss", both parties may, by mutual consent, agree in writing, to an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select a competent and impartial umpire. If the appraisers cannot agree upon an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the 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.

Once both parties agree to obtain an appraisal, we retain no right to deny the claim unless the loss resulted from your intentional material misrepresentation and/or fraudulent conduct. In the event that the loss resulted from your intentional material misrepresentation and/or fraudulent conduct, we will retain the right to deny the claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WEST VIRGINIA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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.** The following is added to paragraph 2. of the CANCELLATION Common Policy Condition:

When this policy is in effect less than sixty days and is not a renewal or continuation policy, we may cancel for any reason that is not prohibited by Section 33-6B-3 of the West Virginia Statutes.

The following is added and supercedes any provision to the contrary:

**B. NONRENEWAL**

1. If we decide not to renew or continue this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice at least 45 days before the end of the policy.

2. For policies that have been in effect less than two years, we will have the right not to renew or continue this policy if the reason or reasons for the nonrenewal are not prohibited by the provisions of Section 33-6B-3 of the West Virginia Statutes.

3. If we fail to mail or deliver proper written notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

4. Any notice of nonrenewal will be mailed or delivered to your last known address. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

**EMPLOYEES AS INSUREDS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

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

## GARAGEKEEPERS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: <b>07/01/2006</b>	Countersigned By:
Named Insured: <b>THE STATE OF WEST VIRGINIA</b>	(Authorized Representative)

### SCHEDULE

Lo- cation No.	Coverages	Limit Of Insurance For Each Location
1	Comprehensive	\$ <b>See Endt. # 6</b> MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT; OR
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ <b>See Endt. # 6</b> MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO".
2	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT; OR
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO".
3	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT; OR
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO".

LOCATIONS WHERE YOU CONDUCT "GARAGE OPERATIONS"	
Location No.	Address State Your Main Business Location As Location No. 1.
1	The State of West Virginia No Physical Location Address Entire State of West Virginia
2	
3	

Premium For All Locations	
Comprehensive	\$ Included
Specified Causes Of Loss	\$
Collision	\$ Included

### DIRECT COVERAGE OPTIONS

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

#### EXCESS INSURANCE

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

#### PRIMARY INSURANCE

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

#### A. This endorsement provides only those coverages:

- Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and
- For the location shown in the Schedule.

#### B. Coverage

- We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:
  - Comprehensive Coverage**  
From any cause except:
    - The "customer's auto's" collision with another object; or
    - The "customer's auto's" overturn.
  - Specified Causes Of Loss Coverage**  
Caused by:
    - Fire, lightning or explosion;
    - Theft; or
    - Mischief or vandalism.

#### c. Collision Coverage

Caused by:

- The "customer's auto's" collision with another object; or
- The "customer's auto's" overturn.

- We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" 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 for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

#### 3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- You.
- Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

#### 4. Coverage Extensions

The following applies as Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. 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.
- d. All costs taxed against the "insured" in any "suit" against an "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "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.

#### C. Exclusions

1. This insurance does not apply to any of the following:
  - a. **Contractual Obligations**  
Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".
  - b. **Theft**  
"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.
  - c. **Defective Parts**  
Defective parts or materials.
  - d. **Faulty Work**  
Faulty "work you performed".
2. We will not pay for "loss" to any of the following:
  - a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
  - b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
  - c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

- d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

#### D. Limit Of Insurance And Deductible

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location minus the applicable deductibles for "loss" caused by collision; and
  - a. Theft or mischief or vandalism; or
  - b. All perils.
2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

#### E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any customer's auto while left with you for service, repair, storage or safe-keeping. Customers include your "employees", and members of their households who pay for services performed.
2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.
3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
4. "Work you performed" includes:
  - a. Work that someone performed on your behalf; and
  - b. The providing of or failure to provide warnings or instructions.

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

## **WEST VIRGINIA CHANGES – CANCELLATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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.

If you are an individual and a covered "auto" you own is of the "private passenger type", the CANCELLATION Common Policy Condition does not apply to that "auto". The following Condition applies instead:

### **ENDING THIS POLICY**

#### **A. CANCELLATION**

1. You may cancel the policy by mailing or delivering to us advance written notice of cancellation.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason that is not prohibited by Section 33-6B-3 of the West Virginia Statutes. Cancellation will be made by mailing or delivering to you, within this period, written notice of cancellation. If we cancel for nonpayment of premium, we will mail or deliver you at least 10 days written notice of cancellation. If we cancel for any other reason, we will mail or deliver you at least 30 days written notice of cancellation.
3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel, we will mail or deliver you at least 30 days written notice.
  - a. Nonpayment of premium.
  - b. Material misrepresentation in obtaining this policy.
  - c. The "insured" violates any of this policy's material terms and conditions.
  - d. You or any driver who lives with you or customarily uses the covered "auto":
    - (1) Has had his driver's license suspended or revoked during the policy period.
    - (2) Is or becomes subject to epilepsy or heart attacks and cannot produce a physician's certificate testifying to his ability to operate a motor vehicle.
- e. You or any driver who lives with you or customarily uses the covered "auto" is convicted of or forfeits bail during the policy period for any of the following:
  - (1) Any felony or assault involving the use of a motor vehicle.
  - (2) Negligent homicide arising out of the operation of a motor vehicle.
  - (3) Operating a motor vehicle while under the influence of intoxicating liquor or of any narcotic drug.
  - (4) Leaving the scene of a motor vehicle "accident" in which that person is involved without reporting as required by law.
  - (5) Theft of a motor vehicle or the unlawful taking of a motor vehicle.
  - (6) Making false statements in an application for a motor vehicle operator's license.
  - (7) A third violation, committed within a period of twelve months, of any moving traffic violation which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or were different offenses.
- f. 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.

But if this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel only at an anniversary of its original effective date.

4. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

The following provision is added and supersedes any provision to the contrary:

**B. NONRENEWAL**

1. If we decide not to renew or continue this policy we will mail or deliver you written notice at least 45 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date.
2. For policies that have been in effect for two consecutive years or longer, we will have the right not to renew or continue this policy if:
  - a. One of the reasons (other than e.(7)) as listed in paragraph 3. of Cancellation exists.
  - b. You or any other driver who lives with you or customarily uses your covered "auto" is convicted of or forfeits bail during the policy period for a second violation, committed within a period of twelve months of any moving traffic violation which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or were different offenses.

- c. You or any other driver has had a second at-fault motor vehicle "accident" within a period of twelve months.
3. For policies that have been in effect for less than two years, we will have the right not to renew or continue this policy for any reason or reasons not prohibited by the provisions of Section 33-6B-3 of the West Virginia Statutes.
4. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
5. If we fail to mail proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

**C. MAILING OF NOTICES**

We will mail or deliver any notice of cancellation or nonrenewal to your last known address. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESS AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR 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  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY-NEW YORK

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## 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:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF  
TRANSPORTATION  
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.***

**ENDORSEMENT # 1**

This endorsement, effective 12:01 A.M. July 1, 2006 forms a part of

Policy No. RMCA 385-33-06 issued to The State of West Virginia

By: National Union Fire Insurance Company of Pittsburgh, PA.

**NAMED INSURED ENDORSEMENT**

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

Business Auto Coverage Form

**Item 1 of the Policy Declarations, "Named Insured" is completed as follows:**

- A. The State of West Virginia;
- B. West Virginia Parkways Economic Development and Tourism Authority.

It is agreed that the "The State of West Virginia" means:

"The Legislative, Judicial and Executive Branches of the State of West Virginia, including all of its Boards, Commissions, Councils, Authorities, Institutions, Universities, Colleges, Schools, Departments, Divisions and Agencies; provided however, The State of West Virginia shall not be considered to include County Commissions, Municipalities or other Political Subdivisions of the State regardless of any State Aid that may be provided."

It is further agreed that "Non-Owned" coverage includes:

Social Service Agencies - Volunteers as Insureds

Anyone volunteering services to you is an insured while using a covered "automobile" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "automobile" is also an insured. It is further agreed that this insurance shall be excess of any other insurance available.

**AUTHORIZED REPRESENTATIVE**

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

**ENDORSEMENT # 2**

This endorsement, effective 12:01 A.M. July 1, 2006 forms a part of  
Policy No. RMCA 385-33-06 issued to The State of West Virginia  
By: National Union Fire Insurance Company of Pittsburgh, PA.

**AMENDATORY ENDORSEMENT - CANCELLATION BY US**

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

Business Auto Coverage Form

**Common Policy Conditions, A. Cancellation, 2. is amended to read:**

2. We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
- a. 30 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 120 days before the effective date of cancellation if we cancel for any other reason.

**AUTHORIZED REPRESENTATIVE**

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

**ENDORSEMENT # 3**

This endorsement, effective 12:01 A.M. July 1, 2006 forms a part of

Policy No. RMCA 385-33-06 issued to The State of West Virginia

By: National Union Fire Insurance Company of Pittsburgh, PA.

**AMENDATORY ENDORSEMENT - WHEN WE DO NOT RENEW**

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

Business Auto Coverage Form

**Common Policy Conditions are amended to add:**

**G. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the declarations written notice of the nonrenewal not less than one hundred twenty (120) days before the expiration date.

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

**AUTHORIZED REPRESENTATIVE**

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

**ENDORSEMENT # 4**

This endorsement, effective 12:01 A.M. July 1, 2006 forms a part of

Policy No. RMCA 385-33-06 issued to The State of West Virginia

By: National Union Fire Insurance Company of Pittsburgh, PA.

**Who Is An Insured**

*This endorsement modifies insurance provided under the following:*

Business Auto Coverage Form

SECTION II – LIABILITY COVERAGE, A. Coverage, 1., **Who Is An Insured** is deleted in its entirety and replaced with the following:

- 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.
  - (6) Passenger(s) other than the driver.
- c. Anyone liable for the conduct of an “insured” described above but only to the extent of that liability.

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AUTHORIZED REPRESENTATIVE

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

**ENDORSEMENT # 5**

This endorsement, effective 12:01 A.M. July 1, 2006 forms a part of

Policy No. RMCA 385-33-06 issued to The State of West Virginia

By: National Union Fire Insurance Company of Pittsburgh, PA.

**FELLOW EMPLOYEE EXCLUSION DELETED**

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

Business Auto Coverage Form

**Section II - Liability Coverage, Letter B - Exclusions, Item 5 - Fellow Employee, of the Business Auto Coverage Form is deleted in its entirety.**

**AUTHORIZED REPRESENTATIVE**

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

**ENDORSEMENT # 6**

This endorsement, effective 12:01 A.M. July 1, 2006 forms a part of

Policy No. RMCA 385-33-06 issued to The State of West Virginia

By: National Union Fire Insurance Company of Pittsburgh, PA.

**AMENDMENT OF LIMITS OF LIABILITY**

*This endorsement modifies insurance provided under the following:*

Business Auto Coverage Form

**Our Limits of Liability are hereby amended to read:**

1. Regardless of the number of:
  - a. **“Insureds”** under this policy;
  - b. Persons or organizations who sustain **“bodily injury”** or **“property damage”** or **physical damage**;
  - c. Claims made or suits brought on account of damages to which this insurance applies; or
  - d. Coverages under this policy which may apply,

it is agreed that the Company’s limit of liability for damages arising out of any one **“accident”** or **“occurrence”** is \$1,000,000 for all coverages combined. It is further agreed that Auto Physical Damage Insurance, Comprehensive and/or Collision, is subject to a \$1,000 deductible per **“accident”** or **“occurrence”**.

This limit of liability will apply to **“accidents”** to which this policy applies and to **“accidents”** or **“occurrences”** covered under:

West Virginia Comprehensive Liability Policy number RMGL 400-60-70 issued to The State of West Virginia covering State Agencies, and

West Virginia Comprehensive Liability Policy number RMGL 400-60-69 issued to The State of West Virginia covering Senate Bill #3 Entities, and

Commercial Automobile Liability Policy number RMCA 385-33-05 issued to The State of West Virginia covering Senate Bill #3 Entities.

If this Coverage Form and any other Coverage Form or policy issued to you by us or any of our affiliated companies apply to the same **“accident”** or **“occurrence”**, the maximum limit of insurance under all the Coverage Forms or policies will not exceed

\$1,000,000. This condition does not apply to any other Coverage Form or policy issued by us or any of our affiliated companies specifically to apply as excess insurance over this Coverage Form.

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**AUTHORIZED REPRESENTATIVE**

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

**ENDORSEMENT # 7**

This endorsement, effective 12:01 A.M. July 1, 2006 forms a part of

Policy No. RMCA 385-33-06 issued to The State of West Virginia

By: National Union Fire Insurance Company of Pittsburgh, PA.

**DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOL 10**

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

Business Auto Coverage Form

**Section I - Covered Autos, Item Two, A. - Description of Covered Auto Designation Symbols is amended to add:**

Auto Liability

Symbol 10A **“Owned Auto”** - An “auto” owned by, leased to, or loaned to you provided however that any “auto” owned by the United States of America shall be considered an “Owned Auto” only while being used in your operations.

**“Mobile Equipment”** as defined in the policy shall be considered an **“automobile”**

**“Non-Owned Auto”** - 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 being used in your business.

Auto Physical Damage

Symbol 10 B **“Owned Auto”** - (1) An “auto” owned by you during the policy period, or (2) an “auto” leased to or loaned to you, during the policy period which is required to be insured for Auto Physical Damage insurance under a written agreement, excluding any “auto” owned by the United States of America or your employees or your volunteers.

**“Mobile Equipment”** as defined in the policy shall be considered an **“automobile”**

Garagekeeper's Insurance

Symbol 10C "Autos" left with you for service, repair or storage. Any "auto" not owned by you or any of your employees while left with your garage business for service or repair.

It is agreed that the provisions of the certificate of liability insurance issued by the State of West Virginia Board of Risk and Insurance Management to insureds covered under this policy are incorporated into this policy.

AUTHORIZED REPRESENTATIVE

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

**ENDORSEMENT # 8**

This endorsement, effective 12:01 A.M. July 1, 2006 forms a part of

Policy No. RMCA 385-33-06 issued to The State of West Virginia

By: National Union Fire Insurance Company of Pittsburgh, PA.

**PUNITIVE DAMAGES EXCLUSION**

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

Business Auto Coverage Form

**Section II - Liability Coverage, B. - Exclusions is amended to add:**

**14. Punitive Damages**

Coverage for Punitive or Exemplary Damages arising from a purposeful or intentional tort to the extent that providing such coverage would violate the public policy expressed by the West Virginia Supreme Court in Hensley v. Erie Insurance Company 283 S.E. 2D 227 (W. VA. 1981).

**AUTHORIZED REPRESENTATIVE**

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

**ENDORSEMENT # 9**

This endorsement, effective 12:01 A.M. July 1, 2006 forms a part of

Policy No. RMCA 385-33-06 issued to The State of West Virginia

By: National Union Fire Insurance Company of Pittsburgh, PA.

**DENIAL OF FIRST PARTY CLAIMS UPON DEFAULT ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV – Business Auto Conditions, is amended to add:**

6. We may withhold payment of first party claims to **you** or any **Insured** under this policy if **you** or any **Insured** fails to perform within 10 days after its due date any obligation **you** or any **Insured** has under this policy or any other agreement with us.

All other terms and conditions of this policy remain unchanged.

**AUTHORIZED REPRESENTATIVE**

ENDORSEMENT #10

**LARGE RISK RATING PLAN ENDORSEMENT  
(Short Form)**

This endorsement, effective 12:01 A.M. July 1, 2006 forms a part of

Policy No. RMCA 385-33-06 issued to The State of West Virginia

By: National Union Fire Insurance Company of Pittsburgh, PA.

**THIS ENDORSEMENT AFFECTS THE PREMIUM YOU MUST ULTIMATELY PAY FOR THIS  
POLICY AND OTHERS LISTED HEREIN. PLEASE READ IT CAREFULLY.**

**The premium for this policy will be determined and adjusted periodically according to the  
Large Risk Rating Plan Endorsement attached to Policy No. RMGL 400-60-69**

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AUTHORIZED REPRESENTATIVE

**UNINSURED MOTORISTS COVERAGE OFFER  
(West Virginia)**

Below are different limits and the \_\_\_\_\_ month premium available to you.

**COMPANY MUST COMPLETE THE BLANK SPACES BELOW TO CREATE AN EFFECTIVE OFFER IN ORDER FOR THE CONSUMER TO EXERCISE A KNOWING AND INTELLIGENT SELECTION.**

**UNINSURED MOTORISTS COVERAGE (MANDATORY)**

Acordia  
AGENT  
CA3853306  
POLICY/BINDER NUMBER

Number of vehicles subject to premiums below Flect.

Rates  **include** [ ] **do not include** multi-car discount.

	<u>Single Limits</u>		<u>Premium</u>		<b>I SELECT (Check One)</b>
<b>MANDATORY LIMITS</b>	\$ _____ 50,000	[A]	\$ _____	[A]	_____
<b>OPTIONAL LIMITS</b>	\$ _____ 100,000	[B]	\$ _____	[B]	_____
	\$ _____ 250,000	[C]	\$ _____	[C]	_____
	\$ _____ 350,000	[D]	\$ _____	[D]	_____
	\$ _____ 500,000	[E]	\$ _____	[E]	_____
	\$ _____ 1,000,000	[F]	\$ _____	[F]	_____
	\$ <u>Reject</u>	[G]	\$ _____	[G]	<input checked="" type="checkbox"/>

**A named insured or applicant must complete this part of the form in his or her own handwriting.**

I have read the **IMPORTANT NOTICE**, attached, on **UNinsured** motor vehicle coverage and understand how this coverage works.

I have been given the opportunity to select the optional limits of **UNinsured** motor vehicle coverage listed above and have selected the coverage that matches the box I have checked.

Bar Mith  
SIGNATURE OF A NAMED INSURED OR APPLICANT

6/8/2006  
DATE

This selection of coverage is binding on all persons covered under the policy. These limits apply until a change in limits is requested.

**UNDERINSURED MOTORISTS COVERAGE OFFER**  
(West Virginia)

Below are different limits and the \_\_\_\_\_ month premium available to you.

**COMPANY MUST COMPLETE THE BLANK SPACES BELOW TO CREATE AN EFFECTIVE OFFER IN ORDER FOR THE CONSUMER TO EXERCISE A KNOWING AND INTELLIGENT SELECTION OR REJECTION.**

**UNDERINSURED MOTORISTS COVERAGE (OPTIONAL)**

Acordia  
AGENT  
CA 3853306  
POLICY/BINDER NUMBER

Number of vehicles subject to premiums below Fleet.

Rates [ include [ ] do not include multi-car discount.

	<u>Single Limits</u>		<u>Premium</u>	<b>I SELECT (Check One)</b>
<b>OPTIONAL LIMITS</b>	\$ _____ 50,000	[A]	\$ _____	[A] _____
	\$ _____ 100,000	[B]	\$ _____	[B] _____
	\$ _____ 250,000	[C]	\$ _____	[C] _____
	\$ _____ 350,000	[D]	\$ _____	[D] _____
	\$ _____ 500,000	[E]	\$ _____	[E] _____
	\$ _____ 1,000,000	[F]	\$ _____	[F] _____
	\$ _____	[G]	\$ _____	[G] _____
	<u>REJECT</u>		<u>REJECT</u>	<input checked="" type="checkbox"/> I REJECT

**A named insured or applicant must complete this part of the form in his or her own handwriting.**

I have read the **IMPORTANT NOTICE**, attached, on **UNDERinsured** motor vehicle coverage and understand how this coverage works.

I have been given the opportunity to select or reject the optional limits of **UNDERinsured** motor vehicle coverage listed above and have selected the coverage that matches the box I have checked.

Bob Mitts  
SIGNATURE OF A NAMED INSURED OR APPLICANT

6/8/2006  
DATE

This selection or rejection of coverage is binding on all persons covered under the policy. These limits apply until a change in limits is requested.