



mb

CUSTOMER NUMBER: 3029857

RUN DATE: 11-19-22

THOMSON SMITH & LEACH INS GRP INC  
809 W SUMMERS DR  
ABBEVILLE, LA 70510-2733

IRON DESIGN, LLC  
521 N 19TH ST  
BATON ROUGE, LA 70802-3739

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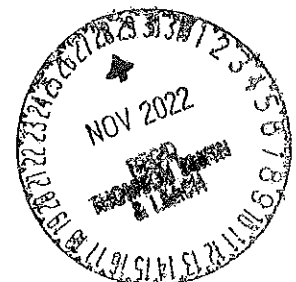
Switch to **Paperless Delivery\*** and help reduce your carbon footprint. View your policy and billing documents, notifications and confirmations of payments online.

Register now through **Commercial My Account**  
on Allstate.com

\*State exceptions may apply



BU114-3







IMPORTANT NOTICE ABOUT YOUR RENEWAL OFFER

ALLSTATE INSURANCE COMPANY  
2775 SANDERS ROAD, SUITE D2W  
NORTHBROOK, IL 60062

DATE: 11/19/2022

IRON DESIGN, LLC  
521 N 19TH ST  
BATON ROUGE LA 708023739

POLICY NUMBER: 648952494  
EFFECTIVE DATE OF RENEWAL: 02/28/2023

Dear Policyholder,

Thank you for being a valued Allstate Insurance Company customer. We hope you are completely satisfied with everything Allstate has to offer.

We want to let you know about a change related to your policy. Please note that with this renewal offer, your current annual premium will be increasing. Please see the **Notice of Policy Conditional Renewal** accompanying this letter.

While we know this isn't welcome news, we also want you to know that there are ways you can help manage your insurance costs without sacrificing quality Allstate Insurance Company coverage. For example, some of the ways you may be able to maintain or even reduce your premium include:

- Reviewing your coverages and determining whether or not any changes are needed
- Adjusting your deductible

So we encourage you to contact your Allstate Insurance Company representative to discuss whether any of these suggestions will work for you.

We know that insurance costs are extremely important to you, and it's one of our goals to help you manage those costs while always keeping you in Good Hands®. Thank you for choosing Allstate Insurance Company.

Sincerely,

Customer Service

cc:

THOMSON SMITH & LEACH INS GRP INC  
809 W SUMMERS DR  
ABBEVILLE LA 70510-2733  
(337)893-2883







ALLSTATE INSURANCE COMPANY  
2775 SANDERS ROAD  
BUILDING D2W  
NORTHBROOK IL 60062

## NOTICE OF POLICY CONDITIONAL RENEWAL

Named Insured & Mailing Address:

Producer: 57436

IRON DESIGN, LLC  
521 N 19TH ST  
BATON ROUGE LA 70802-3739

THOMSON SMITH & LEACH INS GRP INC  
809 W SUMMERS DR  
ABBEVILLE LA 70510-2733

Policy No.: 648952494  
Type of Policy: AUTO LIABILITY AND PHYSICAL DAMAGE  
Date of Expiration: 02/28/2023; 12:01 A.M. Local Time at the mailing address of the Named Insured.

This notice is to advise that we are agreeable to renewing this policy subject to the following: you may see an increase in your premium.

Named Insured

IRON DESIGN, LLC  
521 N 19TH ST  
BATON ROUGE LA 70802-3739

Date Mailed:  
20th day of January, 2023

AUTHORIZED REPRESENTATIVE





Thank you for being a loyal Allstate Insurance Company customer – we're delighted to have you with us!

Dear Valued Customer,

**Here's Your Allstate Business Insurance Renewal Offer**

We're pleased to offer to continue your Allstate policy for another twelve months, so you can keep getting:

- Quality coverage at competitive prices
- Access to our knowledgeable, helpful agent network
- The peace of mind of knowing your insurance provider is one of the most experienced in the industry

**What's In This Package?**

This package contains your insurance documents, including your Renewal Declarations Page—which lists your coverages, coverage limits, premiums and any discounts you're receiving. You'll want to review the Declarations Page to make sure you're comfortable with the coverage choices you've made. Keep in mind that policy documents may change, so you should carefully review them at each renewal.

**Your Billing And Renewing**

We will send you a payment notice in a separate mailing, which will list several convenient payment options. Please mail your payment to us by the due date indicated to ensure that you're protected.

*Renewing your coverage is simple*—just make sure we receive the required premium payment when it's due.

**Have Questions?**

Feel free to give your Allstate representative a call if you have any questions or if you see something that needs updating—coverages, limits, deductibles. Your Allstate representative will be happy to provide you with any additional information.

**We Appreciate Your Business**

Thank you for choosing Allstate. We appreciate the opportunity to help you protect what you have today and help prepare you for the future.

Sincerely,

Ryan Michel  
President  
Allstate Business Insurance  
Allstate Insurance Company

Enclosures



XM CW 02 05 22





**Policy Number**  
**648952494**

**COMMON POLICY DECLARATIONS**  
**Allstate Insurance Company**  
 2775 Sanders Road, Northbrook, IL 60062  
**A STOCK INSURANCE COMPANY**

<b>Item 1. Named Insured and Mailing Address</b> IRON DESIGN, LLC 521 N 19TH ST BATON ROUGE LA 70802-3739	<b>Agent Name and Address</b> THOMSON SMITH & LEACH INS GRP INC 809 W SUMMERS DR ABBEVILLE LA 70510-2733
<b>Item 2. Policy Period</b> From: 02-28-2023      To: 02-28-2024 at 12:01 A.M., Standard Time at your mailing address shown above.	
<b>Item 3. Business Description:</b> IRON WORK <b>Form of Business:</b> LIMITED LIABILITY COMPANY	
<b>Item 4.</b> 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. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.	
<b>Coverage Part(s)</b>	<b>Premium</b>
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Crime and Fidelity Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto (Business or Truckers) Coverage Part	\$ 8,884.00
Commercial Garage Coverage Part	
Terrorism Risk Insurance Act Coverage	
<b>Total Policy Premium</b>	<b>\$ 8,884.00</b>
<b>Item 5. Forms and Endorsements</b> Form(s) and Endorsement(s) made a part of this policy at time of issue: See Schedule of Forms and Endorsements	

**SEE THE IMPORTANT PAYMENT INFORMATION FORM FOR DETAILS ABOUT PAYMENT OPTIONS**

Countersigned:

Date: 11-19-22

 By: THOMSON SMITH & LEACH INS GRP  
 Authorized Representative


THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.



## Important Payment Information – Please Read Carefully.

### Total Premium for the Policy Period

<b>If you pay in installments*</b>	\$8,884.00
<b>If you pay in full (includes FullPay® Discount)**</b>	\$7,836.00

#### Choose one of the following types of payment plans that best meets your needs:

\* **Pay in installments.** You will be sent a bill each month. The minimum amount due on each billing statement will include a \$6.00 installment fee. The installment fee may vary by payment method – see below. You can choose to pay more toward your premium, but the monthly installment fee will still apply.

\*\* **Pay your premium in full and receive the FullPay® Discount.** The amount to pay in full is shown above and will appear on your initial invoice for renewals only. To qualify for this discount on a new business policy, the policy must be paid in full at the time the policy was bound/issued. To qualify for this discount on a renewal policy, the policy must be paid in full by the effective date of the policy. This discount is not applicable to Umbrella or Excess policies. Other restrictions may apply.

### Ways to pay

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- **Pay using the Allstate® Easy Pay Plan.** You can have the payment automatically deducted from your checking account using the Allstate® Easy Pay Plan. There is a \$1.00 installment fee for each Allstate® Easy Pay Plan payment. (You may be eligible for an Allstate® Easy Pay Plan discount – contact your Allstate representative.)
- **Pay using Recurring Credit Card (RCC).** You can have your payment automatically taken from your credit card each month with recurring credit card payments. There is a \$6.00 installment fee for each Recurring Credit Card payment.
- **Call or Visit your Allstate Agent or Send by Mail.** You may pay your bill by mail or contact your Allstate representative to pay using a one-time electronic check, check, credit or branded debit card.
- **On-Line Banking.** Be sure to enter [account number] as the account number and P.O. BOX 4344, Carol Stream, IL 60197-4344 as the payment address.

**Note:** If you are on Allstate® Easy Pay Plan or Recurring Credit Card your automatic deductions will be scheduled based on the payment plan currently applied to your policy. You must contact your agent to change your payment plan.



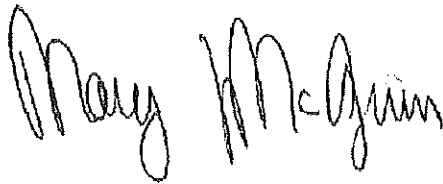


POLICY NUMBER: 648952494

**MULTILINE**  
**AM CW 02 11 09**

**WITNESS CLAUSE**

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois



Mary Jovita McGinn  
Secretary



Thomas J. Wilson  
President

Countersigned by : THOMSON SMITH & LEACH INS GRP , Authorized Representative







## Your Allstate Agency

Allstate relies on thousands of local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies represent Allstate and provide numerous services to customers on its behalf. Agencies are paid a commission by the company for selling and servicing Allstate's insurance policies and may be eligible to receive additional compensation and rewards based on performance.







**Policy Number**  
**648952494****SCHEDULE OF FORMS AND ENDORSEMENTS****Allstate Insurance Company**

Named Insured IRON DESIGN, LLC

Effective Date: 02-28-23  
12:01 A.M., Standard Time

Agent Name THOMSON SMITH &amp; LEACH INS GRP INC

**COMMON POLICY FORMS AND ENDORSEMENTS**

DM CW 02	01-10	COMMON POLICY DECLARATIONS
XM CW 13	02-15	IMPORTANT PAYMENT INFORMATION
AM CW 02	11-09	WITNESS CLAUSE
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS
IL 00 17	11-98	COMMON POLICY CONDITIONS
*IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
*IL 02 77	10-20	LOUISIANA CHANGES-CANC & NONRENL
*IL 00 03	09-08	CALCULATION OF PREMIUM

**AUTOMOBILE FORMS AND ENDORSEMENTS**

AA CW 01	10-12	AMENDATORY ENDORSEMENT
DA CW 01	11-20	BUSINESS AUTO COVERAGE FORM DECLARATIONS
*CA 23 84	10-13	EXCLUSION OF TERRORISM
*CA 23 94	10-13	SILICA/SILICA-RELATED EXCL FOR COVRD AU
CA 00 01	11-20	BUSINESS AUTO COVERAGE FORM
CA 01 03	02-21	LOUISIANA CHANGES
*AA LA 20	10-11	BUS AUTO ENHANCE ENDORSE- LA
CA 21 48	10-13	LA UM COVERAGE - BODILY INJURY
AA CW 12	12-21	VEHICLE SHARING EXCLUSION
CA 04 57	02-21	VOLUNTEER HIRED AUTOS - LA
*CA 23 01	10-13	EXPLOSIVES
CA 23 45	11-20	PUBLIC LIVERY & ON-DEMAND DELIVRY EXCL

\* These forms are part of this policy but are not printed





### Important Notice – Customer-Requested Cancellation

**When a mid-term cancellation request is made by the customer, an administrative fee may be applied, as allowed by applicable law.**

Allstate Business Insurance follows industry standards for processing early cancellation requests.

Please refer to paragraph A.5. of the Common Policy Conditions (IL 00 17). 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.

Policies cancelled prior to the expiration date, by the first Named Insured, will be subject to an **administrative fee also known as a short-rate fee of 10% of the unearned premium.**

*The following is an **example** of the administrative fee calculation, when the refund is less than pro rata:*

*An annual policy with a premium of \$1,200 is cancelled 30 days after the start of the policy. Allstate will collect on the unearned premium (the premium that corresponds to the time period remaining on the policy).*

*Annual Policy Premium:    \$1,200            30 days of coverage*

*Pro rata: .918 (365 days - 30 days coverage = 335 unearned days, divided by 365 days = .918)*

*Short-rate: .826 (pro rata .918 times .90 (10% short rate fee) = .826)*

*\$1,200 x .826 = \$991.00 Return Premium*





## 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.**

## **AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

The following provisions are added:

### **What Law Will Apply**

This policy is issued in accordance with the laws of Louisiana and covers property or risk principally located in Louisiana. Subject to the following paragraph, any and all claims or disputes by an "insured" or between an "insured" and "us" in any way related to this policy shall be governed by the laws of Louisiana.

If a covered loss to the "auto", a covered "auto" "accident" or any other occurrence for which coverage applies under this policy happens outside Louisiana, claims or disputes regarding that covered loss to the "auto," covered "auto" "accident" or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the "auto", covered "auto" "accident" or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

### **Where Lawsuits May Be Brought**

Subject to the following two paragraphs any and all lawsuits by an "insured" or between an "insured" and "us" in any way related to this policy shall be brought, heard and decided only in a state or federal court located in Louisiana. Any and all lawsuits against persons not parties to this lawsuit but involved the sale, administration, performance, or alleged breach of this policy, or involved in any other way with this policy, shall be brought, heard and decided only in a state or federal court located in Louisiana, provided that such persons are subject to or consent to being sued in the courts specified in this paragraph.

If a covered loss to the "auto", a covered "auto" "accident" or any other occurrence for which coverage applies under this policy happens outside Louisiana, lawsuits regarding that covered loss to the "auto," covered "auto" "accident" or other covered occurrence may also be brought in the judicial district where that covered loss to the "auto," covered "auto" "accident," or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

All other policy terms, conditions, and exclusions apply.

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## **ALLSTATE CLAIM REPORTING**

**To report a claim on your Allstate Business Insurance policy, you may contact your agent for assistance or you may report your claim directly by contacting us at the following phone numbers.**

**To report a claim for:**

**Commercial Auto policies: 1(800) 255-7828**







POLICY NUMBER: 648952494

COMMERCIAL AUTO

## BUSINESS AUTO DECLARATIONS

### ITEM ONE

**PRODUCER:**

THOMSON SMITH & LEACH INS GRP INC

**NAMED INSURED:** IRON DESIGN, LLC

**MAILING ADDRESS:** 521 N 19TH ST  
BATON ROUGE, LA 70802-3739

**POLICY PERIOD:** From 02-28-2023 to 02-28-2024 at 12:01 A.M. Standard Time at your mailing address shown above

**PREVIOUS POLICY NUMBER:** 648952494

**FORM OF BUSINESS:**

☐ CORPORATION

☒ LIMITED LIABILITY COMPANY (LLC)

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ OTHER \_\_\_\_\_

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.

Premium shown is payable at inception:

AUDIT PERIOD (IF APPLICABLE)	ANNUALLY	SEMI-ANNUALLY	QUARTERLY	MONTHLY

**ENDORSEMENTS ATTACHED TO THIS POLICY:**

IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 – Broad Form Nuclear Exclusion (not Applicable in New York) (IL 01 98 in Washington)

**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**

COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(Date) (Authorized Representative)



**ITEM TWO**
**Schedule Of Coverages And Covered Autos**

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

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
COVERED AUTOS LIABILITY	7, 8, 9	\$1,000,000	\$ 7,898.00
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS DEDUCTIBLE.	
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.	
AUTO MEDICAL PAYMENTS		EACH INSURED	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.	
UNINSURED MOTORISTS	7, 9	\$35,000	\$ 362.00
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	7	\$35,000	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM (A maximum deductible may also apply. Refer to Coverage Form for details.) OR SEE SCHEDULE DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO (A maximum deductible may also apply. Refer to Coverage Form for details.) See ITEM FOUR For Hired or Borrowed Autos.	\$ 215.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM (A maximum deductible may also apply. Refer to Coverage Form for details.) OR SEE SCHEDULE DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO (A maximum deductible may also apply. Refer to Coverage Form for Details.) See ITEM FOUR For Hired Or Borrowed Autos.	
PHYSICAL DAMAGE COLLISION COVERAGE	7	\$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.	\$ 409.00
PHYSICAL DAMAGE TOWING AND LABOR		FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO, LIGHT OR MEDIUM TRUCK	
TAX/SURCHARGE/FEE			
PREMIUM FOR ENDORSEMENTS			
*ESTIMATED TOTAL PREMIUM			\$ 8,884.00

\*This policy may be subject to final audit.





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

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
LA1	1999, FORD F350, 1FDWF37F4XEB98921				BATON ROUGE LA		\$40,000
LA2	2001, FORD F-250, 1FTNW20F81EB04664				BATON ROUGE LA		\$28,935
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing and Labor, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below Accord- ing To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seat- ing Capacity	Age Group	Secondary Rating Classification	Code	
LA1	50	C	14,000	25	All Others	231990	
LA2	50	C	8,800	23	All Others	031990	
Covered Auto No.	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 AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.I.P. Endt. Minus Deductible Shown Below	Premium
LA1	\$1,000,000	\$ 3,637					
LA2	\$1,000,000	\$ 3,820					
<b>Total Premium</b>		\$ 7,457					

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN (Continued)

Covered Auto No.	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.)						
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS
	Limit Each Insured	Premium	Limit Stated In The Medical Expense and Income Loss Benefits Endorsement For Each Person	Premium	Limit	Premium	Premium
IA1					\$35,000	\$ 177	
IA2					\$35,000	\$ 177	
<b>Total Premium</b>						\$ 354	

Covered Auto No.	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.)						
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR
	Deductible Stated In ITEM TWO	Premium	Deductible Stated In ITEM TWO	Premium	Deductible Stated In ITEM TWO	Premium	Limit Per Disablement Premium
IA1	\$ 1,000	\$ 124			\$ 1,000	\$ 246	
IA2	\$ 1,000	\$ 91			\$ 1,000	\$ 163	
<b>Total Premium</b>		\$ 215				\$ 409	



**ITEM FOUR**
**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

<b>COVERED AUTOS LIABILITY COVERAGE Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>			
<b>COVERED AUTOS LIABILITY COVERAGE</b>	<b>STATE</b>	<b>ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE</b>	<b>PREMIUM</b>
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

<b>COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>			
<b>COVERED AUTOS LIABILITY COVERAGE</b>	<b>STATE</b>	<b>ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE</b>	<b>PREMIUM</b>
Primary Coverage			
Excess Coverage	LA	IF ANY	\$ 158
<b>TOTAL HIRED AUTO PREMIUM</b>			\$ 158

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.





**ITEM FOUR**
**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE		DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MIS- CHIEF OR VANDALISM (A maximum deductible may also apply. Refer to Coverage Form for details.)		
SPECIFIED CAUSES OF LOSS		DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM. (A maximum deductible may also apply. Refer to Coverage Form for details.)		
COLLISION		DEDUCTIBLE FOR EACH COVERED AUTO.		
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				





**ITEM FOUR**
**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (CONTINUED)**

Cost Of Hire Rating Basis For Mobile Or Farm Equipment Other Than Physical Damage Coverages					
COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
<b>TOTAL HIRED AUTO PREMIUM</b>					
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					





**ITEM FOUR**
**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (CONTINUED)**

Cost Of Hire Rating Basis For Mobile or Farm Equipment Physical Damage Coverages						
COVERAGE	STATE	DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)		PREMIUM	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
COMPREHENSIVE		DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM (A maximum deductible may also apply. Refer to Coverage Form for details.)				
SPECIFIED CAUSES OF LOSS		DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM (A maximum deductible may also apply. Refer to Coverage Form for details.)				
COLLISION		DEDUCTIBLE FOR EACH COVERED AUTO.				
<b>TOTAL HIRED AUTO PREMIUM</b>						
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.						







**ITEM FOUR**
**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (CONTINUED)**

Rental Period Rating Basis For Mobile Or Farm Equipment					
COVERAGE	TOWN AND STATE WHERE THE JOB SITE IS LOCATED	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary Coverage					
Covered Autos Liability - Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
TOTAL HIRED AUTO PREMIUMS					



**ITEM FIVE**

**SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY**

<b>NAMED INSURED'S BUSINESS</b>	<b>RATING BASIS</b>	<b>NUMBER</b>	<b>PREMIUM</b>
Other Than Auto Service Operations	Number Of Employees		
	Number Of Volunteers		
Auto Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number of Volunteers		
	Number Of Partners (Active and Inactive) or LLC Members		
Partnerships or LLCs	Number Of Employees	3	\$ 283
	Number of Volunteers		
	Number Of Partners (Active and Inactive) or LLC Members		
<b>TOTAL NON-OWNERSHIP COVERED AUTOS LIABILITY PREMIUM</b>			<b>\$ 283</b>

**ITEM SIX**
**SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS**

Type Of Risk (Check one):	<input type="checkbox"/> Public Autos	<input type="checkbox"/> Leasing Or Rental Concerns
Rating Basis (Check one):	<input type="checkbox"/> Gross Receipts (Per \$100)	<input type="checkbox"/> Mileage (Per Mile)
Estimated Yearly (Check One):	<input type="checkbox"/> Gross Receipts (Per \$100)	<input type="checkbox"/> Mileage
<b>Premiums</b>		
Covered Autos Liability		
Personal Injury Protection		
Added Personal Injury Protection		
Property Protection Insurance (Michigan Only)		
Auto Medical Payments		
Medical Expense And Income Loss Benefits (Virginia Only)		
Comprehensive		
Specified Causes Of Loss		
Collision		
Towing And Labor		

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. 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 "autos" during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.





## BUSINESS AUTO COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

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



19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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## B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins 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 after the policy period begins 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.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

## C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;

- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

## SECTION II – COVERED AUTOS LIABILITY COVERAGE

### A. Coverage

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

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

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

### 1. Who Is An Insured

The following are "insureds":

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

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

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

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

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

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

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

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

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

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or



- b. That the "insured" would have in the absence of the contract or agreement.

### **3. Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### **4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

### **5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

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

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

### **7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

### **8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

### **9. Operations**

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

### **10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or



- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

#### 11. Pollution

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

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

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

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

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

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

#### 12. War

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

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

#### 13. Racing

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

#### 14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

#### C. Limit Of Insurance

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



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

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

### **SECTION III – PHYSICAL DAMAGE COVERAGE**

#### **A. Coverage**

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

- a. **Comprehensive Coverage**

From any cause except:

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

- b. **Specified Causes Of Loss Coverage**

Caused by:

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

- c. **Collision Coverage**

Caused by:

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

2. **Towing And Labor**

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

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

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
  - b. "Loss" caused by hitting a bird or animal; and
  - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$30 per day, to a maximum of \$900, 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 indicates that Comprehensive Coverage is provided for any covered "auto";
    - (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

#### **B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

##### **a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

##### **b. War Or Military Action**

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

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

#### **C. Limits Of Insurance**

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

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



b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
  - (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
  3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### **D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils.
2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

## **SECTION IV – BUSINESS AUTO CONDITIONS**

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

### **A. Loss Conditions**

#### **1. Appraisal For Physical Damage Loss**

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

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

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

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

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

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

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.
- 3. Legal Action Against Us**
- No one may bring a legal action against us under this Coverage Form until:
- a. There has been full compliance with all the terms of this Coverage Form; and
  - b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.
- 4. Loss Payment – Physical Damage Coverages**
- At our option, we may:
- a. Pay for, repair or replace damaged or stolen property;
  - b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
  - c. Take all or any part of the damaged or stolen property at an agreed or appraised value.
- If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

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

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

**B. General Conditions**

**1. Bankruptcy**

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

**2. Concealment, Misrepresentation Or Fraud**

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

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

**3. Liberalization**

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

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

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

**5. Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or



- (2) Primary while it is connected to a covered "auto" you own.
  - b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
  - c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
  - d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.
- 6. Premium Audit**
- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
  - b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

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

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and

- (5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

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

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

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

**SECTION V – DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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

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

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

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

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

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
  - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or



6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning;

- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- M. "Property damage" means damage to or loss of use of tangible property.

- N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense";
- to which this insurance applies, are alleged.



"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

Q. "Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.





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

## **LOUISIANA CHANGES**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

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

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

1. The third paragraph of **A. Coverage** is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

2. Lead-in Paragraph **1.b.** of the **Who Is An Insured** provision is replaced by the following:

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

3. Paragraph **1.b.(3)** of the **Who Is An Insured** provision is replaced by the following:

- (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. However, such persons are "insureds" up to the financial responsibility limits required by Louisiana Motor Vehicle Safety Responsibility Law.

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

1. Exclusion **B.4.c.** in the Business Auto Coverage Form and Exclusion **B.2.e.** in the Motor Carrier Coverage Form do not apply to equipment designed for use as a two-way mobile radio or telephone which operates above or below the citizens' band range of frequencies on frequencies assigned by the Federal Communications Commission.

2. Paragraph **C.1.b.** of the **Limits Of Insurance** provision does not apply to equipment designed for use as a two-way mobile radio or telephone which operates above or below the citizens' band range of frequencies on frequencies assigned by the Federal Communications Commission.

3. If Collision Coverage, Comprehensive Coverage or Specified Causes Of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then the following type of vehicle is also a covered "auto" for that coverage:

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.

However, if Comprehensive Coverage and Specified Causes Of Loss Coverage are provided separately by this Coverage Form on at least one covered "auto", then any temporary substitute "auto", as described above, is a covered "auto" for Comprehensive Coverage.



## C. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

### **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 not be binding. Each party will:

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

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

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

3. The **Legal Action Against Us** Condition is replaced by the following:

### **Legal Action Against Us**

A person or organization may bring a "suit" against us including, but not limited to, a "suit" to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

4. The following is added to the **Loss Payment – Physical Damage Coverages** Condition:

Loss payment will be made within 30 days after receipt of satisfactory proof of "loss" from the "insured".

5. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

### **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. However, our right to recover is subordinate to an "insured's" right to be fully compensated.

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

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

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

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

However, such voidance of coverage applies only to the extent that such acts or omissions are made with the intent to deceive at the time of application under this Coverage Form.

7. With respect to rental motor vehicles, the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

Payments from applicable coverage provided under liability coverage and/or physical damage coverage for rental motor vehicles will be made in the following order of priority:

- a. From a policy or coverage purchased by the operator from the owner of the rental motor vehicle;

- b. From a personal policy of liability and/or physical damage coverage insuring the operator of a rented motor vehicle; and

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.

#### **D. Changes In Auto Medical Payments Coverage**

If the Auto Medical Payments Coverage endorsement is attached, Paragraph A. is amended by the addition of the following:

However, if the "bodily injury" is diagnosed within one year of the "accident" and reported to us within three years of such "accident", we will not limit the time period in which we will pay reasonable expenses incurred for necessary medical and funeral services resulting from such "bodily injury".

#### **E. Changes In Trailer Interchange Coverage**

Paragraph A.2. of the Coverage provision in the Motor Carrier Coverage Form is replaced by the following:

2. We have the right and duty to defend any "insured" against a "suit" asking for such damages. 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.

#### **F. Changes In Motor Carrier Endorsement**

If the Motor Carrier Endorsement is attached, Paragraph C.1.c. of the Trailer Interchange Coverage provision is replaced by the following:

- c. We have the right and duty to defend any "insured" against a "suit" asking for such damages. 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.

#### **G. Changes In Garagekeepers Coverage Endorsement**

If the Garagekeepers Coverage endorsement is attached, Paragraph B.2. of the Coverage provision is replaced by the following:

2. We have the right and duty to defend any "insured" against a "suit" asking for such damages. 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.

#### **H. Changes In Garagekeepers Coverage – Customers' Sound-receiving Equipment Endorsement**

If the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, Paragraph B.2. of the Coverage provision is replaced by the following:

2. We have the right and duty to defend any "insured" against a "suit" asking for such damages. 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.







POLICY NUMBER:

648952494

COMMERCIAL AUTO  
CA 21 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOUISIANA UNINSURED MOTORISTS COVERAGE – BODILY INJURY

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

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

With respect to coverage provided under 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 or as of the date indicated below.

Named Insured:

Endorsement Effective Date:

### SCHEDULE

Limit Of Insurance: \$35,000

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by payments of judgments or settlements.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" with the Named Insured's express or implied permission a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".



- d. Anyone else "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" with the Named Insured's express or implied permission a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
  - c. Anyone else "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

#### C. Exclusions

This insurance does not apply to:

- 1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 2. "Bodily injury" sustained by an "insured" while "occupying" or struck by any vehicle owned by that "insured" that is not a covered "auto".
- 3. Punitive or exemplary damages.
- 4. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.

- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

#### E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

- 1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable similar insurance, we will pay only our share of the loss. Our share is the proportion that our limit of insurance bears to the total of all applicable limits. However, with respect to "bodily injury" sustained by an "insured":

- a. While "occupying" a vehicle owned by that person or while not "occupying" any vehicle, the maximum recovery for damages sustained by an "insured" as a Named Insured or "family member" may equal but not exceed the highest applicable limit for any one vehicle under this Coverage Form or any other Coverage Form or policy.
- b. While "occupying" a vehicle not owned by that person, the following priorities of recovery will apply:
  - (1) The uninsured motorists coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident" will be primary.
  - (2) If the primary insurance is exhausted, any excess recovery for damages sustained by an "insured" as a Named Insured or "family member" may equal but not exceed the highest applicable limit for any one vehicle under this Coverage Form or any other Coverage Form or policy. In no instance will more than one uninsured motorists coverage limit be available as excess insurance.



2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** does not apply to vehicles described in Paragraph b. of the definition of "uninsured motor vehicle".

4. The following condition is added:

**Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, arbitration will take place only if we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the parish in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. Any decision of the arbitrators will not be binding on either party.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. For which no liability bonds or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
- b. Which is an underinsured motor vehicle. An underinsured motor vehicle means a land motor vehicle or "trailer" to which a liability bond or policy affording coverage for "bodily injury" applies at the time of the accident, but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages;
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
  - (1) Hit an "insured", a covered "auto" or a vehicle the "insured" is "occupying"; or
  - (2) Cause "bodily injury" to an "insured" without any actual physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must show, by an independent and disinterested witness, that the "bodily injury" resulted from the actions of an unidentified motorist.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned by a governmental unit or agency; or
- b. Designed for use mainly off public roads while not on public roads.





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

## **VEHICLE SHARING EXCLUSION**

This endorsement modifies coverage provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

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

The following Exclusion is added to Paragraph **B. Exclusions**:

- Vehicle Sharing Program  
"Bodily injury" or "property damage" arising out of the use of a covered "auto" while it is being used in connection with a "vehicle sharing program".

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

The following Exclusion is added to Paragraph **B. Exclusions**:

- Vehicle Sharing Program  
"Bodily injury" or "property damage" arising out of the use of a covered "auto" while it is being used in connection with a "vehicle sharing program".

#### **C. Changes In SECTION V -- DEFINITIONS**

The following Definition is added:

- Vehicle Sharing Program  
"Vehicle sharing program" means a service organized through a company, organization, network, group, or individual, that uses a digital network, software application service, or equivalent method of facilitation, to connect customers to other companies, organizations, networks, groups, or individuals, with the purpose of sharing the customer's "auto" for personal or commercial use.

#### **D. Changes In Uninsured Motorists Coverage**

If a premium is displayed for Uninsured Motorists Coverage, the following Exclusion is added to the Paragraph titled **Exclusions**:

- Vehicle Sharing Program  
"Bodily injury" or "property damage" arising out of the use of a covered "auto" while it is being used in connection with a "vehicle sharing program".

#### **E. Changes In Underinsured Motorists Coverage**

If a premium is displayed for Underinsured Motorists Coverage, the following Exclusion is added to the Paragraph titled **Exclusions**:

- Vehicle Sharing Program  
"Bodily injury" or "property damage" arising out of the use of a covered "auto" while it is being used in connection with a "vehicle sharing program".





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

## **VOLUNTEER HIRED AUTOS – LOUISIANA**

This endorsement modifies insurance provided under the following:

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

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

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

1. The following is added to the **Who Is An Insured** provision:

A "volunteer" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in a "volunteer's" name, with your express or implied permission, while performing duties related to the conduct of your business.

2. The following exclusion is added:

This insurance does not apply to:

#### **Volunteer Injury**

"Bodily injury" to:

- a. Any "volunteer" or any fellow "volunteer" of the "insured" if sustained while such "volunteer" is performing duties related to the conduct of your business.
- b. The spouse, child, parent, brother or sister of that "volunteer" as a consequence of Paragraph 2.a. above.

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

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and Paragraph 5.f. of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are amended by the addition of the following:

For Hired Auto Physical Damage Coverage, any covered "auto" hired or rented by your "volunteer" under a contract in a "volunteer's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

### **C. Changes In Definitions**

For the purposes of this endorsement:

1. The "insured contract" definition is amended as follows:

- a. Paragraph 6. is replaced by the following:

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" or "volunteers", 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" or "volunteers" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees" or "volunteers".

- b. Exception b. is replaced by the following:

An "insured contract" does not include that part of any contract or agreement that pertains to the loan, lease or rental of an "auto" to you or any of your "employees" or "volunteers", if the "auto" is loaned, leased or rented with a driver.

2. "Volunteer" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.





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

## **PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

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

The following exclusion is added:

#### **Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

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

The following exclusion is added:

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

### **C. Changes In Auto Medical Payments**

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

#### **Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.



**D. Changes In Uninsured And/Or Underinsured Motorists Coverage**

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:

- a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

**2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**E. Changes In Personal Injury Protection Coverage**

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:

- a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

**2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**F. Additional Definitions**

As used in this endorsement:

1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:
  - a. With drivers; or
  - b. With local vendors using drivers;for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
2. "Delivery services" includes courier services.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.



## **2020 COMMERCIAL AUTO MULTISTATE FORM REVISIONS ADVISORY NOTICE TO POLICYHOLDERS**

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following forms and endorsements which apply to your renewal policy being issued by us. The forms and endorsements may reduce, broaden or reinforce coverage. This Notice does not reference every change, including editorial changes, made in your policy.

### **Broadenings Of Coverage**

#### **COVERAGE FORMS**

**CA 00 01 – Business Auto Coverage Form**

**CA 00 20 – Motor Carrier Coverage Form**

**CA 00 25 – Auto Dealers Coverage Form**

These Coverage Forms have generally been revised to:

- Provide that a maximum Physical Damage Comprehensive or Specified Causes Of Loss Coverage deductible applies to all loss in any one event caused by either the perils of theft, mischief or vandalism, or all perils. With respect to the Auto Dealers Coverage Form, this revision is newly added for autos not held for sale.
- Increase the amount for Loss Of Use expenses under Physical Damage Coverage from \$20 per day/\$600 maximum to \$30 per day/\$900 maximum.

**CA 00 01 – Business Auto Coverage Form**

**CA 00 25 – Auto Dealers Coverage Form**

Paragraph B.3. under Section I is introduced to generally provide that certain autos leased or rented for a continuous period of six months or more will be considered owned autos under the Policy. With this change, Paragraph B. has been newly titled "Owned Autos".

**CA 00 01 – Business Auto Coverage Form**

**CA 00 20 – Motor Carrier Coverage Form**

These Coverage Forms have generally been revised to:

- Extend coverage for towing and labor costs under Physical Damage Coverage to include light or medium trucks.
- Provide updated Physical Damage Comprehensive or Specified Causes Of Loss Coverage deductible options applicable to either the perils of theft, mischief or vandalism, or all perils.
- Increase the amount for Transportation expenses under Physical Damage Coverage from \$20 per day/\$600 maximum to \$30 per day/\$900 maximum.



## ENDORSEMENTS

### **CA 04 22 – Earlier Notice Of Cancellation Provided By Us**

This endorsement generally accommodates an earlier notice of cancellation than would otherwise be given if this endorsement was not attached, for any statutorily permitted reason, other than non-payment of premium.

### **CA 04 39 – Volunteer Hired Autos**

This endorsement generally extends Covered Autos Liability Coverage to volunteers who rent or hire an auto, in a volunteer's name, under a contract or agreement for the purposes of performing duties related to the conduct of your business. Physical Damage Coverage is also provided for such autos.

### **CA 04 43 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) – Automatic When Required By Written Contract Or Agreement**

This endorsement automatically waives the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement.

### **CA 05 24 – Non-Ownership Liability Coverage For Volunteers**

### **CA 05 25 – Partners Or Members As Insureds**

These endorsements generally extend your non-ownership covered autos liability coverage to volunteers (CA 05 24) and partners or members (CA 05 25) under certain conditions specified in the applicable endorsement.

### **CA 04 21 – Full Safety Glass Coverage**

This endorsement generally provides that if Comprehensive Physical Damage Coverage is purchased, no Comprehensive Coverage deductible applies to the cost of repairing or replacing damaged safety glass on the covered autos indicated in the endorsement Schedule.

### **CA 04 15 – Garagekeepers Coverage For Autos And Watercrafts**

This endorsement generally provides Garagekeepers Coverage for physical damage to, or loss of, customers' watercraft in your possession.

### **CA 04 41 – Replacement Cost Coverage – Private Passenger Types**

The endorsement provides a replacement cost Physical Damage Coverage option for private passenger type autos, which provides that in the event of a total loss to a specific insured auto, the insurer will pay the replacement cost of that auto subject to certain conditions and in accordance with any applicable legal or regulatory authority.

### **CA 04 52 – On-Hook Coverage**

This endorsement generally provides coverage for loss to a customer's auto or customer's auto equipment left in your care as part of your towing operations.

### **CA 20 15 – Mobile Equipment**

### **CA 20 33 – Autos Leased, Hired, Rented Or Borrowed With Drivers – Physical Damage Coverage**

### **CA 99 28 – Stated Amount Insurance**

These endorsements have been revised to generally provide that:

- Any Comprehensive or Specified Causes Of Loss Coverage deductible applies to either the perils of theft, mischief or vandalism, or all perils; and
- A maximum Comprehensive or Specified Causes Of Loss Coverage deductible may apply to all loss in any one event caused by either the perils of theft, mischief or vandalism, or all perils.

### **CA 20 16 – Mobile Homes Contents Coverage**

This endorsement has been revised to provide a theft coverage option.

### **CA 27 17 – Designated Location(s) Products And Work You Performed Aggregate Limit For Certain General Liability Coverages**

With respect to Section II – General Liability Coverages of the Auto Dealers Coverage Form, this endorsement provides a separate Designated Location Products And Work You Performed Aggregate Limit, which applies to each location designated in the Schedule of the endorsement.

**CA 27 18 – Automatic Insured Status For Newly Acquired Or Formed Limited Liability Companies – Other Than Covered Auto Coverages**

With respect to specified other than covered autos coverages, where applicable, this endorsement generally includes a limited liability company you newly acquire or form, and over which you maintain ownership or majority interest as an insured, if there is no other similar insurance available to that limited liability company.

**Reductions Of Coverage****COVERAGE FORM****CA 00 25 – Auto Dealers Coverage Form**

An **Access Or Disclosure Of Confidential Or Personal Information** exclusion has been added under Paragraphs **A. Bodily Injury And Property Damage Liability** and **B. Personal And Advertising Injury Liability** under **Section II – General Liability Coverages** and under **Section III – Acts, Errors Or Omissions Liability Coverages**.

These exclusions generally preclude coverage for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

**ENDORSEMENTS****CA 20 47 – Additional Insured – General Liability Coverages – Lessor Of Leased Equipment****CA 25 09 – Additional Insured – General Liability Coverages – Owners Of Leased Land Or Premises****CA 25 45 – Additional Insured – General Liability Coverages – Lessor Of Leased Equipment – Automatic****Status When Required In Lease Agreement With You**

With respect to **Section II – General Liability Coverages** of the Auto Dealers Coverage Form, these endorsements have been revised to delete "arising out of" and add specific language that provides an additional insured with coverage for their vicarious or contributory negligence only. These endorsements may reduce coverage for those jurisdictions in which:

- Named insureds are permitted to contractually hold harmless an additional insured for that additional insured's sole negligence; and
- Courts have enabled coverage for the sole negligence of the additional insured.

**CA 20 71 – Auto Loan/Lease Gap Coverage**

This endorsement has been revised to provide that any deferred lease or loan payments at the time of a loss will also be subtracted from any unpaid amount due on a lease or loan for covered auto.

**CA 27 05 – Unmanned Aircraft Exclusion For General Liability Coverages**

With respect to **Section II – General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage with respect to damages under:

- Paragraph **A. Bodily Injury And Property Damage Liability**, arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft. This endorsement will result in a reduction in coverage under Paragraph **A. Bodily Injury And Property Damage Liability** to the extent that:
  - An exposure exists with respect to unmanned aircraft that are **not** owned or operated by or rented or loaned to any insured; or
  - Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft.



- Paragraph **B. Personal And Advertising Injury Liability**, arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under Paragraph **B. Personal And Advertising Injury Liability** to the extent that an exposure exists with respect to unmanned aircraft. However, this endorsement would **not** result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

**CA 27 06 – Unmanned Aircraft Exclusion For General Liability Coverages – (Bodily Injury And Property Damage Liability Only)**

With respect to Paragraph **A. Bodily Injury and Property Damage Liability** under Section **II – General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for bodily injury and property damage arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft. This endorsement will result in a reduction in coverage under Paragraph **A. Bodily Injury And Property Damage Liability** to the extent that:

- An exposure exists with respect to unmanned aircraft that are **not** owned or operated by or rented or loaned to any insured; or
- Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft.

**CA 27 07 – Unmanned Aircraft Exclusion For General Liability Coverages – (Personal And Advertising Injury Liability Only)**

With respect to Paragraph **B. Personal And Advertising Injury Liability**, under Section **II – General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for personal and advertising injury arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under Paragraph **B. Personal And Advertising Injury Liability** to the extent that an exposure exists with respect to unmanned aircraft. However, the attachment of this endorsement would **not** result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

**CA 27 15 – Amendment Of Personal And Advertising Injury Definition – General Liability Coverages Endorsement**

This endorsement removes from the definition of "personal and advertising injury", the offense of oral and written publication, in any manner, of material that violates a person's right of privacy.

**CA 27 16 – Exclusion – Cross Suits Liability For General Liability Coverages Endorsement**

With respect to Section **II – General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for any claim or suit for damages that are brought by any Named Insured against another Named Insured. To the extent that an exposure exists with respect to cross suits being brought between Named Insureds, this endorsement will result in a reduction in bodily injury, property damage or personal and advertising injury coverage with respect to such exposure related to cross suits liability.

## **Broadenings And Reductions Of Coverage**

### **ENDORSEMENTS**

**CA 27 08 – Limited General Liability Coverage For Designated Unmanned Aircraft**

With respect to Paragraph **A. Bodily Injury And Property Damage Liability** under Section **II – General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage with respect to bodily injury and property damage arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with the exception of unmanned aircraft that are designated in the Schedule of the endorsement, but only related to operations or projects that are also designated in the Schedule.

This endorsement will result in a broadening of coverage under Paragraph **A. Bodily Injury And Property Damage Liability** with respect to designated unmanned aircraft that are owned or operated by or rented or loaned to any insured, but only with respect to designated operations or projects.

However, this endorsement will result in a reduction in coverage under Paragraph **A. to the extent that:**

- An exposure exists with respect to unmanned aircraft that are **not** owned or operated by or rented or loaned to any insured; or
- Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft;

with respect to unmanned aircraft that are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, with respect to operations or projects that are not designated in the Schedule of the endorsement.

In addition, this endorsement excludes coverage with respect to Paragraph **B. Personal And Advertising Injury Liability** arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under Paragraph **B.**, to the extent that an exposure exists with respect to unmanned aircraft, but only if such unmanned aircraft are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, with respect to operations or projects that are not designated in the Schedule of the endorsement.

However, this endorsement would **not** result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

This endorsement contains an optional Unmanned Aircraft Liability Aggregate Limit. If a limit is shown in the Schedule, any coverage provided under the endorsement is subject to that aggregate limit. The Unmanned Aircraft Liability Aggregate Limit will be subject to the General Liability Aggregate Limit or the Products And Work You Performed Aggregate Limit, whichever applies. All other limits continue to apply if and to the extent that the Unmanned Aircraft Liability Aggregate Limit has not been used up.

#### **CA 27 09 – Limited General Liability Coverage For Designated Unmanned Aircraft (Bodily Injury And Property Damage Liability Only)**

With respect to Paragraph **A. Bodily Injury And Property Damage Liability** under Section II – General Liability Coverages of the Auto Dealers Coverage Form, this endorsement excludes coverage for bodily injury and property damage arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with the exception of unmanned aircraft that are designated in the Schedule of the endorsement, but only related to operations or projects that are also designated in the Schedule.

This endorsement will result in a broadening of coverage under Paragraph **A. Bodily Injury And Property Damage Liability** with respect to designated unmanned aircraft that are owned or operated by or rented or loaned to any insured, but only with respect to designated operations or projects.

However, this endorsement will result in a reduction in coverage under Paragraph **A.** to the extent that:

- An exposure exists with respect to unmanned aircraft that are **not** owned or operated by or rented or loaned to any insured; or
- Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft;

with respect to unmanned aircraft that are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, with respect to operations or projects that are **not** designated in the Schedule of the endorsement.

This endorsement contains an optional Bodily Injury And Property Damage Unmanned Aircraft Liability Aggregate Limit. If a limit is shown in the Schedule, any coverage provided under the endorsement is subject to that aggregate limit. The Bodily Injury And Property Damage Unmanned Aircraft Liability Aggregate Limit will be subject to the General Liability Aggregate Limit or the Products And Work You Performed Aggregate Limit, whichever applies. All other limits continue to apply if and to the extent that the Bodily Injury And Property Damage Unmanned Aircraft Liability Aggregate Limit has not been used up.



### **CA 27 10 – Limited Coverage For Designated Unmanned Aircraft (Personal And Advertising Injury Liability Only)**

With respect to Paragraph B. Personal And Advertising Injury Liability under Section II – General Liability Coverages of the Auto Dealers Coverage Form, this endorsement excludes coverage for personal and advertising injury arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under Paragraph B., to the extent that an exposure exists with respect to unmanned aircraft, but only if such unmanned aircraft are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, with respect to operations or projects that are **not** designated in the Schedule of the endorsement.

However, this endorsement would **not** result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

This endorsement contains an optional Personal And Advertising Injury Unmanned Aircraft Liability Aggregate Limit. If a limit is shown in the Schedule, any coverage provided under the endorsement is subject to that aggregate limit. The Personal And Advertising Injury Unmanned Aircraft Liability Aggregate Limit will be subject to the General Aggregate Limit. The Personal And Advertising Injury Limit continues to apply if and to the extent that the Personal And Advertising Injury Unmanned Aircraft Liability Aggregate Limit has not been used up.

## **Other Changes**

### **COVERAGE FORMS**

#### **CA 00 01 – Business Auto Coverage Form**

#### **CA 00 20 – Motor Carriers Coverage Form**

#### **CA 00 25 – Auto Dealers Coverage Form**

The Certain Trailers, Mobile Equipment and Temporary Substitute Autos provision under Covered Autos Liability Coverage, which affords "automatic" liability coverage for trailers with a load capacity of 2,000 pounds or less has been updated with a relatively equivalent provision addressing trailers with a registered Gross Vehicle Weight Rating of 3,000 pounds or less, to generally correspond with the types of trailers that currently qualify for such automatic trailer liability coverage in the insurance market.

An unmanned aircraft exclusion has been added to Covered Autos Liability Coverage to reinforce that aircraft exposures are not contemplated under auto liability insurance.

The worldwide coverage provision under the Policy Period, Coverage Territory Condition has been reinforced to generally provide that coverage applies anywhere **else** in the world, since the coverage territory of the United States of America, its' territories and possessions, Puerto Rico and Canada are already addressed in an earlier provision in this condition.

#### **CA 00 25 – Auto Dealers Coverage Form**

The insuring agreement under Paragraph A.1.a. of Bodily Injury And Property Damage Liability under Section II – General Liability Coverages has been reinforced to address certain auto-related products or work you performed exposures resulting from your auto dealer operations.

The exclusions for Material Published With Knowledge Of Falsity and Material Published Prior To Policy Period under Paragraph B. Personal And Advertising Injury Liability are being reinforced to reference publications "in any manner" to address internet and electronic publications.

#### **CA 26 01 – Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form)**

#### **CA 26 02 – Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)**

These forms have been revised to generally reinforce that the public or livery passenger conveyance and on-demand delivery services exclusions do not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

## ENDORSEMENTS

### **CA 04 43 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) – Automatic When Required By Written Contract Or Agreement**

This new endorsement will automatically waive the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement.

### **CA 20 01 – Lessor – Additional Insured And Loss Payee**

### **CA 99 14 – Fire, Fire And Theft, Fire, Theft And Windstorm And Limited Specified Causes Of Loss Coverages**

### **CA 20 15 – Mobile Equipment**

Physical Damage Coverage limit references in these endorsements have been removed, since the applicable limits are already addressed under the applicable Coverage Form's Physical Damage Coverage Limit Of Insurance provision.

### **CA 20 06 – Driving Schools – Non-Owned Autos**

The columns for "Number Of Owned Autos Used For Driver Training" and "Number Of Driving Instructors" have been removed, in our ongoing effort to remove non-essential rating information from our forms.

### **CA 20 19 – Repossessed Autos**

Paragraph E. is introduced to reinforce the deductible options addressed in the Schedule of this endorsement.

### **CA 20 33 – Autos, Leased, Hired Rented Or Borrowed With Drivers – Physical Damage Coverage**

Paragraphs C.1. and C.2. have been introduced to generally reinforce that this endorsement provides stated amount coverage, consistent with the way the limits of insurance are displayed in the endorsement.

### **CA 20 47 – Additional Insured – General Liability Coverages – Lessor Of Leased Equipment**

### **CA 20 49 – Additional Insured – General Liability Coverages – Grantor Of Franchise**

### **CA 25 09 – Additional Insured – General Liability Coverages – Owners Of Leased Or Rented Land Or Premises**

### **CA 25 29 – Additional Insured – General Liability Coverages – Concessionaires Trading Under Your Name**

### **CA 25 30 – Additional Insured – General Liability Coverages – Controlling Interest**

### **CA 25 31 – Additional Insured – General Liability Coverages – Grantor Of Licenses – Automatic Status When Required By Licensor**

### **CA 25 32 – Additional Insured – General Liability Coverages – Grantor Of Licenses**

### **CA 25 45 – Additional Insured – General Liability Coverages – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

### **CA 25 46 – Additional Insured – General Liability Coverages – Co-Owner Of Insured Premises**

With respect to Section II – General Liability Coverages of the Auto Dealers Coverage Form, these additional insured endorsements are revised to indicate that if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law and to the extent the named insured is required by the contract or agreement to provide insurance for the additional insured.

Additionally, if coverage provided to the additional insured is required by contract or agreement, the limits of insurance of the named insured's policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits Of Insurance shown in the Declarations, whichever is less.

### **CA 20 71 – Auto Loan/Lease Gap Coverage**

This endorsement has been revised to generally reinforce that Auto Loan/Lease Gap Coverage is excess over any other collectible insurance applicable to a covered total loss.



**CA 23 17 – Truckers Uniform Intermodal Interchange Endorsement Form UIIE-1**

This form was revised to generally reinforce that cargo claims that are not a result of a motor carrier commercial vehicle accident or theft of cargo during the interchange period are not subject to indemnification, consistent with changes made to the Uniform Intermodal Interchange and Facilities Access Agreement by the Intermodal Association of America.

**CA 23 24 – Agricultural Produce Trailers – Seasonal**

This endorsement has been revised to address trailers with a Gross Vehicle Weight Rating exceeding 3,000 pounds used to transport agricultural produce during the specified period of operations, which is relatively equivalent to the former specification of trailers with a load capacity exceeding 2,000 pounds.

**CA 23 44 – Public Or Livery Passenger Conveyance Exclusion****CA 23 45 – Public Or Livery Passenger Conveyance And On-demand Delivery Services Exclusion****CA 26 04 – Amendment Of Single Interest Policy Provisions – Public Or Livery Passenger Conveyance And On-demand Delivery Services Exclusion**

These endorsements have been revised to generally reinforce that the public or livery passenger conveyance and on-demand delivery services exclusions do not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

**CA 25 49 – Limited Product Withdrawal Expense Endorsement**

This endorsement has been revised to delete the second paragraph of Paragraph **C.1.** under the **Deductible And Participation Percentage Provisions** section relating to the insured's reimbursement to the insurer of any payment of all or part of any deductible amount that the insurer is required to pay by law, since this endorsement only relates to reimbursement for product withdrawal expenses you incur and not product withdrawal expenses that you become legally obligated to pay as damages.



# LOUISIANA AUTO INSURANCE IDENTIFICATION CARD

☒ COMMERCIAL ☐ PERSONAL

COMPANY NAIC NUMBER

19232

COMPANY PHONE NUMBER:

1-800-255-7828

COMPANY AFFORDING COVERAGE (NAME & ADDRESS)

Allstate Insurance Company

2775 Sanders Road

Suite E1W

Northbrook, IL 60062-6127

An insurer authorized to transact business in Louisiana has issued the Motor Vehicle Policy identified hereon. The coverage provided by this policy meets the minimum liability insurance limits prescribed by law.

POLICY NUMBER

648952494

EFFECTIVE DATE

02-28-2023

EXPIRATION DATE

02-28-2024

YEAR MAKE/MODEL

1999 FORD F350

VEHICLE IDENTIFICATION NUMBER

1FDWF37F4XEB98921

NAME OF INSURED

IRON DESIGN, LLC

521 N 19TH ST

BATON ROUGE, LA 70802-3739

THIS CARD MUST BE CARRIED IN THE VEHICLE AT ALL TIMES  
AS EVIDENCE OF INSURANCE

IDCARDLA 10-18

SEE IMPORTANT NOTICE ON REVERSE SIDE

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EFFECTIVE DATE

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EXPIRATION DATE

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YEAR MAKE/MODEL

2001 FORD F-250

VEHICLE IDENTIFICATION NUMBER

1FTNW20F81EB04664

NAME OF INSURED

IRON DESIGN, LLC

521 N 19TH ST

BATON ROUGE, LA 70802-3739

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IDCARDLA 10-18

SEE IMPORTANT NOTICE ON REVERSE SIDE

**La. R.S. 32:863.1 requires that an operator of a motor vehicle produce upon demand by a law enforcement officer documentation of motor vehicle security which is required to be maintained within the vehicle at all times.**

**Failure to comply may result in fines, revocation of registration privileges, and block against the renewal or issuance of a driver's license.**

INSURANCE AGENT (NAME, ADDRESS & TELEPHONE NUMBER)  
THOMSON SMITH & LEACH INS GRP INC  
809 W SUMMERS DR  
ABBEVILLE, LA 70510-2733

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