

23-0695-00
 THE MCCLONE AGENCY INC
 PO BOX 389
 MENASHA WI 54952

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160
 517.323.1200

08-16-2022

OWNERS INSURANCE COMPANY

You can view your policy, pay your bill, or change your paperless options at any time online at www.auto-owners.com.

ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online
www.auto-owners.com
 Pay My Bill

Pay by Mail
 AUTO-OWNERS INSURANCE
 PO BOX 740312
 CINCINNATI, OH 45274-0312

Pay by Phone
 1-800-288-8740

CHEROKEE GARDEN CONDO HOMES
 1436 WHEELER RD
 MADISON WI 53704-1432

Your agency's phone number is (920) 725-3232.

RE: Policy 53-933-504-00

Billing Account 100499184

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

Agency Code 23-0695-00

Policy Number 53-933-504-00

Owners Insurance Company
Company Number: 32700

Lima, OH

**WISCONSIN AUTOMOBILE
INSURANCE IDENTIFICATION CARD**

Named Insured **CHEROKEE GARDEN CONDO HOMES**

Policy Number **53-933-504-00**

Effective Date **07-01-2022** Expiration Date **07-01-2023**

Year/Make **2018 CHEV SILVERADO K2500HD**

VIN **1GC0KUEG7JZ225245**

Agency **THE MCCLONE AGENCY INC**

Phone **(920) 725-3232** Agency Code **23-0695-00**

1. This policy meets the minimum liability limits as prescribed by Wisconsin law. The policy also conforms to meet the minimum liability limits required by any state or Canadian province in which the vehicle is operated.
2. You may be required to provide this card as your proof of insurance if you are driving in another state.
3. This card should be carried in your vehicle at all times.

THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY AND MAY NOT BE USED TO MODIFY THE TERMS OR CONDITIONS OF THE POLICY. EXAMINE YOUR POLICY CAREFULLY.

89413 (2-12)

Owners Insurance Company
Company Number: 32700

Lima, OH

**WISCONSIN AUTOMOBILE
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Lima, OH

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Named Insured **CHEROKEE GARDEN CONDO HOMES**

Policy Number **53-933-504-00**

Effective Date **07-01-2022** Expiration Date **07-01-2023**

Year/Make **2010 GMC SIERRA K2500**

VIN **1GT3KZBG7AF132421**

Agency **THE MCCLONE AGENCY INC**

Phone **(920) 725-3232** Agency Code **23-0695-00**

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89413 (2-12)

IN CASE OF ACCIDENT

1. Obtain name and address of other driver(s), insurance information, license number, details of accident, names and addresses of witnesses and take photos of the accident scene and involved vehicles.
2. Do not discuss details of the accident with anyone but the investigating officer. Make no admissions or offer payments.
3. Contact your agent promptly to report the accident. The phone number of your agent is on the front side of this form. If you are unable to reach your agent after normal business hours, please call 1-888-252-4626 to report your claim.
4. Please consider visiting our website (www.Auto-Owners.com) or download our app (Auto-Owners Mobile) for more details on what to expect after reporting a claim.

CANADA NON-RESIDENT INTER-PROVINCE MOTOR VEHICLE LIABILITY INSURANCE CARD

CERTIFICAT D'ASSURANCE - AUTOMOBILE RESPONSABILITÉ

This certifies that the party named herein is insured against liability for bodily injury and property damage by reason of the operation of the motor vehicle described herein, in an amount not less than the statutory minimum requirements of every province of Canada.

WARNING- Any person who issues or produces a card to show that there is in force a policy of insurance as indicated herein that is in fact not in force is liable to a heavy fine and/or imprisonment and his license may be suspended.

This card should be carried in the insured vehicle for production as proof of insurance when demanded by police.

89271 (9-18)

IN CASE OF ACCIDENT

1. Obtain name and address of other driver(s), insurance information, license number, details of accident, names and addresses of witnesses and take photos of the accident scene and involved vehicles.
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89271 (9-18)

Agency Code 23-0695-00

Policy Number 53-933-504-00

Owners Insurance Company
Company Number: 32700

Lima, OH

Owners Insurance Company
Company Number: 32700

Lima, OH

**WISCONSIN AUTOMOBILE
INSURANCE IDENTIFICATION CARD**

Named Insured **CHEROKEE GARDEN CONDO HOMES**

Policy Number **53-933-504-00**

Effective Date **07-01-2022**

Expiration Date **07-01-2023**

Year/Make **2004 GM K24**

VIN **1GTCK24U14E294345**

Agency **THE MCCLONE AGENCY INC**

Phone **(920) 725-3232**

Agency Code **23-0695-00**

1. This policy meets the minimum liability limits as prescribed by Wisconsin law. The policy also conforms to meet the minimum liability limits required by any state or Canadian province in which the vehicle is operated.
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89413 (2-12)

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Expiration Date **07-01-2023**

Year/Make **2004 GM K24**

VIN **1GTCK24U14E294345**

Agency **THE MCCLONE AGENCY INC**

Phone **(920) 725-3232**

Agency Code **23-0695-00**

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89271 (9-18)

59157 (7-98)

OWNERS INSURANCE COMPANY

The following is the address of our home office:

Owners Insurance Company
2325 North Cole Street
P.O. Box 4570
Lima, OH 45802-4570

Please direct your questions to:

Owners Insurance Company
W. 6207 Aerotech Drive
P.O. Box 8505
Appleton, WI 54912-8505

59157 (7-98)

Page 1 of 1

59245 (4-18)

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

AUTO-OWNERS INSURANCE COMPANY
W. 6207 Aerotech Drive
P.O. Box 8505
Appleton, WI 54912-8505
920-993-8550

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at <http://oci.wi.gov/>, or by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517
608-266-0103
711 (TDD) (ask for 608-266-3586)

59245 (4-18)

Page 1 of 1

UNDERINSURED MOTORIST COVERAGE AVAILABILITY

Dear Policyholder:

This notice is being provided in accordance with Wisconsin statute.

We offer Underinsured Motorist Coverage, which provides payment for legally collectible damages for bodily injury sustained by you or any person riding in your vehicle if it is involved in an accident with a vehicle whose owner or driver has liability insurance limits less than the limits you may have purchased for Underinsured Motorist Coverage.

If Underinsured Motorist Coverage is not shown in the Declarations, if you would like to purchase higher limits, or if you have any questions regarding Underinsured Motorist Coverage or this notice, please contact your Auto-Owners agency.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY THE MCCLONE AGENCY INC
23-0695-00 MKT TERR 026 (920) 725-3232

ITEM ONE

NAMED INSURED CHEROKEE GARDEN CONDO HOMES

ADDRESS 1436 WHEELER RD
MADISON WI 53704-1432

**COMMERCIAL AUTO POLICY DECLARATIONS
PREFERRED PROGRAM**

Effective 07-01-2022

POLICY NUMBER 53-933-504-00

Company Use 61-04-WI-2207

Company
Bill

POLICY TERM

12:01 a.m. to 12:01 a.m.
07-01-2022 to 07-01-2023

Entity: Association

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERED AUTOS AND COVERAGES

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 Commercial Auto Policy next to the name of the coverage.

COVERAGES		COVERED AUTOS SYMBOLS	LIMIT OF INSURANCE FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
Combined Liability		1	\$1Million each accident	\$1,194.39
Uninsured/Underinsured Motorist Coverage		6, 8, 9	Uninsured Motorist - \$1Million each person/\$1Million each accident	\$69.25
		6, 8, 9	Underinsured Motorist - \$1Million each person/\$1Million each accident	\$108.35
Medical Payments		7, 8, 9	\$10,000 each person	\$33.30
Physical Damage	Comprehensive	7	\$250 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$209.68
	Collision	7	\$500 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$397.19
	Road Trouble Service			No Coverage
	Additional Expense			No Coverage
Premium for Endorsements and Terrorism Coverage				\$10.06
ESTIMATED TOTAL PREMIUM*				\$2,022.22

* This policy may be subject to final audit.

OWNERS INS. CO.

Issued 08-16-2022

AGENCY THE MCCLONE AGENCY INC
23-0695-00 MKT TERR 026

Company
Bill

POLICY NUMBER
Company Use

53-933-504-00
61-04-WI-2207

NAMED INSURED CHEROKEE GARDEN CONDO HOMES

Term 07-01-2022 to 07-01-2023

ITEM TWO (Continued)

Endorsements That Apply To All Items: 58000 (01-15) 58001 (01-15) 58817 (03-16) 59325 (12-19) 58089 (01-21) 58710 (03-16)
58557 (03-16) 58009 (01-15) 58200 (01-15) 58524 (01-15)

QUICK REFERENCE FOR COVERED AUTO DESIGNATION SYMBOLS

Refer to the Commercial Auto Policy 58001 Section I for a complete description of COVERED AUTOS and policy provisions that may apply.

1 = Any Auto

2 = Owned Autos Only

3 = Owned Private Passenger Autos Only

4 = Owned Autos Other Than Private Passenger Autos
Only

5 = Owned Autos Subject to No-fault

6 = Owned Autos Subject To A Compulsory Uninsured
Motorists Law

7 = Scheduled Autos Only

8 = Hired Autos Only

9 = Non-owned Autos Only

19 = Mobile Equipment Subject To Compulsory Or
Financial Responsibility Or Other Motor Vehicle
Insurance Law Only

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

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23-0695-00 MKT TERR 026 (920) 725-3232

NAMED INSURED CHEROKEE GARDEN CONDO HOMES

ADDRESS 1436 WHEELER RD
MADISON WI 53704-1432

**COMMERCIAL AUTO POLICY DECLARATIONS
PREFERRED PROGRAM**

Effective 07-01-2022

POLICY NUMBER 53-933-504-00

Company Use 61-04-WI-2207

Company
Bill

POLICY TERM

12:01 a.m. to 12:01 a.m.
07-01-2022 to 07-01-2023

ITEM THREE - SCHEDULE OF COVERED AUTOS, ADDITIONAL COVERAGES AND ENDORSEMENTS

	TERRITORY	CLASS
Hired Autos Liability - Non-Motor Carrier Operations	060 Dane County, WI	SPL

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$73.36
Uninsured Motorist	\$1Million each person/\$1Million each accident	5.61
Underinsured Motorist	\$1Million each person/\$1Million each accident	9.14
Medical Payments	\$ 10,000 each person	6.43
Terrorism Coverage		.47
TOTAL		\$95.01

Additional Endorsements For This Item: 58325 (03-16) 58326 (03-16) 58410 (03-16)

ITEM DETAILS: Estimated cost of hire - liability \$ If Any (Subject to audit)

Rate Effective Date 07-22-2021

160 0757

Non-Owned Autos Liability	060 Dane County, WI	SPL
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COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$19.24
Uninsured Motorist	\$1Million each person/\$1Million each accident	2.14
Underinsured Motorist	\$1Million each person/\$1Million each accident	3.54
Medical Payments	\$ 10,000 each person	2.45
Terrorism Coverage		.14
TOTAL		\$27.51

Additional Endorsements For This Item: 58325 (03-16) 58326 (03-16) 58410 (03-16)

Rate Effective Date 07-22-2021

160 0757

OWNERS INS. CO.

Issued 08-16-2022

 AGENCY THE MCCLONE AGENCY INC
 23-0695-00 MKT TERR 026

 Company POLICY NUMBER 53-933-504-00
 Bill Company Use 61-04-WI-2207

NAMED INSURED CHEROKEE GARDEN CONDO HOMES

Term 07-01-2022 to 07-01-2023

	TERRITORY	CLASS
1. 2018 CHEV SILVERADO K2500HD VIN: 1GC0KUEG7JZ225245	060 Dane County, WI	

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$442.51
Uninsured Motorist	\$1Million each person/\$1Million each accident	20.50
Underinsured Motorist	\$1Million each person/\$1Million each accident	31.89
Medical Payments	\$ 10,000 each person	8.14
Comprehensive	ACV - \$ 500 deductible	109.43
Collision	ACV - \$ 500 deductible	215.20
Terrorism Coverage		4.14
TOTAL		\$831.81

Interested Parties: None

Additional Endorsements For This Item: 58325 (03-16) 58326 (03-16) 58410 (03-16)

ITEM DETAILS: Light truck operated within a 100 mile radius - commercial use.

USE CLASS (00721): NOC - Miscellaneous.

Vehicle Count Factor Applies.

Rate Effective Date 07-22-2021

160 0036001 A 0757

2. 2010 GMC SIERRA K2500 VIN: 1GT3KZBG7AF132421	060 Dane County, WI
--	------------------------

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$345.40
Uninsured Motorist	\$1Million each person/\$1Million each accident	20.50
Underinsured Motorist	\$1Million each person/\$1Million each accident	31.89
Medical Payments	\$ 10,000 each person	8.14
Comprehensive	ACV - \$ 500 deductible	60.86
Collision	ACV - \$ 500 deductible	98.91
Terrorism Coverage		2.83
TOTAL		\$568.53

Interested Parties: None

Additional Endorsements For This Item: 58325 (03-16) 58326 (03-16) 58410 (03-16)

ITEM DETAILS: Light truck operated within a 100 mile radius - commercial use.

USE CLASS (00721): NOC - Miscellaneous.

Vehicle Count Factor Applies.

Rate Effective Date 07-22-2021

160 0030001 0757

OWNERS INS. CO.

Issued 08-16-2022

AGENCY THE MCCLONE AGENCY INC
23-0695-00 MKT TERR 026

Company
Bill

POLICY NUMBER
Company Use

53-933-504-00
61-04-WI-2207

NAMED INSURED CHEROKEE GARDEN CONDO HOMES

Term 07-01-2022 to 07-01-2023

	TERRITORY	CLASS
3. 2004 GM K24 VIN: 1GTCK24U14E294345	060 Dane County, WI	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$313.88
Uninsured Motorist	\$1Million each person/\$1Million each accident	20.50
Underinsured Motorist	\$1Million each person/\$1Million each accident	31.89
Medical Payments	\$ 10,000 each person	8.14
Comprehensive	ACV - \$ 500 deductible	39.39
Collision	ACV - \$ 500 deductible	83.08
Terrorism Coverage		2.48
	TOTAL	\$499.36

Interested Parties: None

Additional Endorsements For This Item: 58325 (03-16) 58326 (03-16) 58410 (03-16)

ITEM DETAILS: Light truck operated within a 100 mile radius - commercial use.

USE CLASS (00721): NOC - Miscellaneous.

Vehicle Count Factor Applies.

Rate Effective Date 07-22-2021

160 0025820 0757

ESTIMATED TOTAL PREMIUM	TERM
PAID IN FULL DISCOUNT APPLIES	\$2,022.22

Policy Rate Code 0000

A 14% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X): Comm Umb(X)

Comm Prop/Comm Liab(X) WC(X) Life() Personal() Farm().

Paid In Full Discount Applies.

00757

00940



58995 (3-16)
Issued 08-16-2022

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY THE MCCLONE AGENCY INC
23-0695-00 MKT TERR 026 (920) 725-3232

NAMED INSURED CHEROKEE GARDEN CONDO HOMES

ADDRESS 1436 WHEELER RD
MADISON WI 53704-1432

**COMMERCIAL AUTO POLICY DECLARATIONS
PREFERRED PROGRAM**

Effective 07-01-2022

POLICY NUMBER 53-933-504-00

Company Use 61-04-WI-2207

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
07-01-2022	07-01-2023

000097 / 000089

Scheduled Drivers List

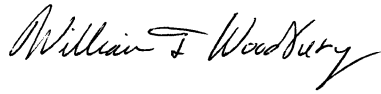
Listed below are drivers currently scheduled on this policy. Please compare the list with your current records and contact your agent with any changes that need to be made. We will update the list accordingly for the next renewal.

Name: Last	First	Age	Date of Birth MM-DD-CCYY	State
DONAHUE	JAMES	58	08-08-1963	WI
FINNEGAN	MICHAEL	42	09-27-1979	WI
HENKEL	MARK	56	03-20-1966	WI
MARTIN	THOMAS	60	10-01-1961	WI
TYLER	LAYNE	57	03-27-1965	WI

Commercial Auto Policy

Owners Insurance Company

In witness whereof, we, the Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.

A handwritten signature in cursive script, appearing to read "William F. Woodbury".

Secretary

A handwritten signature in cursive script, appearing to read "Michael D. P. L.". The signature is stylized with a large, looped initial.

President

QUICK REFERENCE

THE DECLARATIONS PAGE SHOWS THE: NAMED INSURED
SCHEDULE OF COVERED AUTOS AND COVERAGES
LIMIT OF INSURANCE
ENDORSEMENTS THAT APPLY TO THIS POLICY
PREMIUM

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COMMERCIAL AUTO POLICY

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, words and phrases that appear in **bold face type** have special meaning. Refer to SECTION VI - DEFINITIONS. The descriptions in the headings of this policy and all applicable endorsements are solely for convenience and are not part of the terms and conditions of coverage.

SECTION I - COVERED AUTOS

A. COVERED AUTO DESIGNATION SYMBOLS

The following symbols describe the **autos** for which coverage may be provided. Symbols shown next to

the various coverages in the Declarations designate only those **autos** which shall be considered covered **autos** for each such coverage.

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 trailer you do not own while connected to or accidentally disconnected from a power unit you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only private passenger autos you own (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a private passenger auto 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 private passenger autos (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a power unit, other than a private passenger auto, you own). This includes those autos that are not private passenger autos you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-fault	Only those autos you own that are required by law to have no-fault benefits in the state in which 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 Motorist Law	Only those autos you own that are required by law of the state in which they are licensed or principally garaged to have and cannot reject Uninsured Motorist Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist requirement.
7	Scheduled Autos Only	Only those autos scheduled in the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a power unit scheduled in the Declarations).
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), executive officers (if you are a corporation), 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), executive officers (if you are a corporation), or members of their households, but only while used in your business or your personal affairs .

Symbol	Description Of Covered Auto Designation Symbols	
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. NEWLY ACQUIRED AUTOS

If Symbol 7 is entered next to a coverage in Item Two of the Declarations, then:

1. Coverage

- a. An **auto you** acquire ownership of shall be a covered **auto** provided:
 - (1) The date **you** acquire ownership of the **auto** is during the policy term shown in the Declarations;
 - (2) No other insurance policy provides coverage for the **auto**; and
 - (3) **We** already cover all other **autos you** own, that are licensed for use on public roadways, except any that are out of service because of mechanical breakdown or damage sustained in an **accident**; and
- b. If such **auto you** acquire ownership of:
 - (1) Replaces an **auto you** previously owned, it shall be provided only those coverages which applied to the replaced **auto**.
 - (2) Is an additional **auto** (that is not a **trailer**), it shall be provided the following coverages:
 - (a) For other than physical damage coverage, it shall be provided the broadest coverages applicable to any one covered **auto** (that is not a **trailer**).
 - (b) For physical damage coverage, it shall be provided only those coverages (regardless of deductible) common to all of **your** other covered **autos**. The deductible shown in Item Two of the Declarations shall apply.
 - (3) Is an additional **auto** (that is a **trailer**), it shall be provided only those physical damage coverages (regardless of deductible) common to all of **your** other covered **autos**. The deductible shown in Item Two of the Declarations shall apply.

2. Duration of Coverage

Coverage for an **auto you** acquire ownership of shall apply for the remainder of the policy term or 30 days from the date **you** acquired

ownership of the **auto** if this policy is renewed, whichever is longer.

3. Reporting

You must report all **autos you** acquire ownership of to **us** by the expiration of the policy term during which the **auto** was acquired or 30 days from the date **you** acquired the **auto** if this policy is renewed, whichever is longer.

4. Premium

You will be charged the premium for all **autos you** acquire ownership of that are provided coverage under this extension from the date **you** acquired the **autos**.

5. Option to Purchase Physical Damage Coverage

You may at any time during the first 30 days after **you** acquire ownership of the **auto**, purchase the broadest physical damage coverages applicable to any one **auto** already scheduled in the Declarations.

C. TRAILERS AND MOBILE EQUIPMENT

The Covered Autos Liability Coverage provided by this policy for an **auto** extends to:

1. A **trailer** that is not connected to an **auto**, provided such **trailer**:
 - a. Has a load capacity of 2,000 pounds or less; and
 - b. Is owned by or is in the care, custody or control of:
 - (1) **You**;
 - (2) A **family member**, if **you** are an individual, who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage or who only owns a **trailer**; or
 - (3) Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage.

Coverage only applies for the ownership or use of the **trailer** by the individuals or organizations described in (1), (2) and (3) immediately above.

2. A **trailer** that is connected to an **auto** (that is not a **trailer**) to which Covered Autos Liability Coverage provided by this policy does not apply, provided such **trailer**:
 - a. Has a load capacity of 2,000 pounds or less; and

b. Is owned by:**(1) You;**

(2) A family member, if **you** are an individual, who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage or who only owns a **trailer**; or

(3) Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage.

Coverage only applies for the ownership of the **trailer** arising from the use of the **trailer** by an individual or organization other than the **trailer** owner. No coverage applies to the owner or operator of the **auto** (that is not a **trailer**) to which the **trailer** is connected.

- 3. Mobile equipment** while being carried or towed by a covered **auto**.
- 4. Non-motorized farm machinery or farm wagons** while connected to or accidentally disconnected from such covered **auto**.

D. TEMPORARY SUBSTITUTE AUTOS

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:

- 1. Breakdown;**
- 2. Repair;**
- 3. Servicing;**
- 4. Loss; or**
- 5. Destruction**

shall be provided only those coverages which apply to such covered **auto** that is out of service.

E. HIRED AUTOS

Any leased, hired, rented or borrowed **auto** scheduled in the Declarations will be considered a covered **auto you** own and not a covered **auto you** lease, hire, rent or borrow.

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** as an **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 a covered **auto** as an **auto**. 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 will investigate, settle or defend, as **we** consider appropriate, any claim or **suit** for damages or a **covered pollution cost or expense**, covered by this policy. **We** will do this at **our** expense, using attorneys of **our** choice. **Our** duty to defend or settle ends when the Limit of Insurance for Covered Autos Liability Coverage 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** (that is not a **trailer**) **you** own, lease, hire, rent or borrow except:

- (1) (a)** The owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed; or

(b) Any **employee**, agent or driver of the owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed.

(2) Your **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), if such covered **auto** is owned by him or her or a member of his or her household.

(3) A person using such covered **auto** while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering or testing **autos**, unless that business is **yours**.

(4) A person, other than an **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), or a lessee or borrower or any of their **employees**, while moving property to or from such covered **auto**.

c. The owner of a **trailer**, non-motorized farm machinery or farm wagon only when connected to or accidentally disconnected from a covered **auto**.

d. A partner (if **you** are a partnership), a member (if **you** are a limited liability company) or an **executive officer** (if **you** are a corporation) while someone, other than **you**, is using with **your** permission a covered **auto**

you do not own, lease, hire, rent or borrow, in connection with **your** business.

e. If **you** are an individual:

- (1) A **family member** who does not own an **auto** (that is not a **trailer**); and
- (2) A **family member** who owns an **auto** scheduled in the Declarations while using a covered **auto**; and
- (3) Anyone else while using, with the permission of a **family member**, a scheduled **auto**.

f. Anyone liable for the conduct of an **insured** described in 1.a. through 1.e. immediately above, only to the extent of that liability.

g. Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations while using a scheduled **auto**.

h. Those individuals or organizations described in 1.e. and 1.g. immediately above for liability associated with ownership or use of a **trailer** not scheduled in the Declarations which is owned by such individual or organization only when such **trailer**:

- (1) Has a load capacity of 2,000 pounds or less; and
- (2) Is not connected to an **auto**; or
- (3) Is connected to an **auto** (that is not a **trailer**) to which Covered Autos Liability Coverage is not provided by this policy while such **trailer** is being used by an individual or organization other than the **trailer** owner.

i. While any covered **auto** scheduled in the Declarations is rented or leased to **you** and is being used by or for **you**, its owner or anyone else from whom **you** rent or lease it is an **insured** but only for that covered **auto**.

2. Coverage Extensions

a. Supplementary Payments

In addition to **our** Limit of Insurance for Covered Autos Liability Coverage, **we** will also pay:

- (1) Premiums on appeal bonds in any **suit** **we** defend. **We** will not apply for or furnish such bonds.
- (2) Premiums on bonds to release attachments in any **suit** against an **insured** **we** defend, but only for bond amounts that do not exceed the applicable Limit of Insurance. **We** will not apply for or furnish such bonds.
- (3) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** **we** cover. **We** will not apply for or furnish such bonds.

(4) Interest on damages owed by an **insured** because of a judgment in a **suit** **we** defend and accruing:

- (a) After the judgment, and until **we** pay, offer or deposit in court, the amount for which **we** are liable under this policy; or
- (b) Before the judgment, where owed by law, but only on that part of the judgment **we** pay.

(5) Expenses an **insured** incurs for first aid to others at the time of an **accident** covered by this policy.

(6) All court costs taxed against an **insured** in any **suit** against that **insured** which **we** defend.

(7) All reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings up to \$250 per day.

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 duplicate payments available under this or any other insurance for the same elements of **loss**.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. 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. This exclusion does not apply to:

- a. Liability assumed under a sidetrack agreement; or
- b. **Property damage** to a residence or private garage, caused by a covered **private passenger auto**, when the residence or private garage is in the care, custody or control of the **insured**.

2. Contractual

Liability for **bodily injury** or **property damage** assumed under any contract or agreement. This exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **insured contract** provided that the **bodily injury** or **property damage** occurs subsequent to the execution of such contract or agreement;
- b. That the **insured** would have in the absence of the contract or agreement; or
- c. Assumed in a **private passenger auto** lease or rental agreement, provided **you** are an individual and a party to the contract.

3. 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 **3.a.** above.

This exclusion applies:

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

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**.

4. Fellow Employee

Bodily injury to:

- a. Any fellow **employee** of any **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 the fellow **employee** as a consequence of Paragraph **4.a.** above.

5. Expected or Intended Injury

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

6. 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**;

- b. After it is moved from the covered **auto** to the place where it is finally delivered by the **insured**; or
- c. To or from any non-motorized farm machinery or farm wagon.

7. 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**.
- b. Machinery or equipment that is in, upon or attached to 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.
- c. Machinery or equipment that is in, upon or attached to a **trailer**, non-motorized farm machinery or farm wagon.

8. 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 **8.a.** or **8.b.** above.

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

- a. When all of the work called for in **your** contract has been completed;
- b. When all the work to be done at the site has been completed if **your** contract calls for work at more than one site; or
- c. 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.

9. Pollution

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

- (1) That are, or that are contained in any property that is:

- (a) Being transported or towed by, handled or handled for movement into, onto or from the covered **auto**;
 - (b) Otherwise in the course of transit by or on behalf of the **insured**; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered **auto**;
 - (2) 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
 - (3) 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**.
- b. Paragraph 9.a.(1) 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**.
- c. Paragraphs 9.a.(2) and 9.a.(3) above do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:
- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
 - (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.
- 10. Public or Livery Conveyance**
Bodily injury or property damage arising out of the use of any covered **auto** as a public mode of transportation of people. This exclusion does not apply to car pooling on a share the expense basis.

11. Racing

Bodily injury or property damage arising out of the use of any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.

12. War or Military Action

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. 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.

14. Autos Leased Under Hold Harmless Agreements

Bodily injury or property damage arising out of the use of any covered **auto** (that is not a **trailer**) while:

- a. Leased to **you** in writing in accordance with a written agreement in which the lessor holds **you** harmless; and
- b. Used pursuant to operating rights (permits) granted to **you** by a public authority.

C. LIMIT OF INSURANCE

We will pay damages for **bodily injury, property damage and covered pollution cost or expense** up to the Limit of Insurance shown in the Declarations for this coverage. Such damages shall be paid as follows:

- 1. When combined liability limits are shown in the Declarations, the limit shown for each **accident** is the total amount of coverage and the most **we** will pay for damages because of or arising out of **bodily injury, property damage and covered pollution cost or expense** in any one **accident**.
- 2. When separate **bodily injury** and **property damage** limits are shown in the Declarations:
 - a. For **bodily injury**:
 - (1) The limit shown for "each person" is the amount of coverage and the most **we**

will pay for all damages because of or arising out of **bodily injury** to one person in any one **accident**.

- (2) The limit shown for "each accident" is the total amount of coverage and the most **we** will pay, subject to **2.a.(1)** above, for all damages because of or arising out of **bodily injury** to two or more persons in any one **accident**.

- b. For **property damage**, the limit shown is the amount of coverage and the most **we** will pay for all **property damage** in any one **accident**.

3. The Limit of Insurance applicable to a **trailer**, non-motorized farm machinery or farm wagon which is connected to an **auto** covered by this policy shall be the limit of insurance applicable to such **auto**. The **auto** and connected **trailer**, non-motorized farm machinery or farm wagon are considered one **auto** and do not increase the Limit of Insurance.
4. The Limit of Insurance applicable to a **trailer** covered by this policy but not scheduled in the Declarations:

- a. Which is not connected to an **auto**; or
b. Which is connected to an **auto** not covered for Covered Autos Liability Coverage by this policy

shall be the Limit of Insurance applicable to any covered **auto**.

5. The Limit of Insurance for this coverage may not be added to the limits for the same or similar coverage applying to other **autos** insured by this policy to determine the amount of coverage available for any one **accident** or **covered pollution cost or expense**, regardless of the number of:

- a. Covered **autos**;
b. **Insureds**;
c. Premiums paid;
d. Claims made or **suits** brought;
e. Persons injured; or
f. Vehicles involved in the **accident**.

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**.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

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

a. **Comprehensive Coverage**

From any cause except:

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

However, **we** will pay for:

- (1) Glass breakage from any cause including upset or collision;
(2) Damage caused by missiles or falling objects; and
(3) Damage caused by collision with an animal or bird.

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply to the repair of safety or laminated glass contained within the windshield, rear window, a door window or any other side window of a covered **auto** that is a **private passenger auto**, provided both **you** and **we** agree to the repair. However, the deductible will still apply to:

- (1) Any light or any component of any light to such covered **auto**;
(2) Any glass contained in the roof;
(3) Removable roof panels of any type;
(4) Mirrors of any type; or

- (5) Replacement of any safety or laminated glass.

b. **Collision Coverage**

Caused by:

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

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply when a covered **auto** that is a **private passenger auto** is:

- (1) In a collision with another **auto**:
(a) **We** insure and which **you** do not own, rent or have in **your** care, custody or control; or
(b) Whose owner or operator has been identified; and
1) Is legally responsible for the entire amount of the damage; and
2) Is covered by a **property damage** liability policy or bond but only if the damage exceeds the deductible amount.
(2) Legally parked and is accidentally struck by another of **your private passenger autos**, provided Collision Coverage applies to both **autos**.

2. Road Trouble Service

We will pay up to the amount shown in the Declarations for this coverage each time a covered **auto** that is a **private passenger auto** is disabled:

- a. For towing to the nearest available garage; and
- b. For the cost of labor performed at the place of disablement.

3. Coverage Extensions

a. Trailers

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** will extend to certain **trailers** you do not own. The trailer must:

- (1) Have a load capacity of 2,000 pounds or less;
- (2) Be used with **your private passenger auto**; and
- (3) Be other than a **trailer** of the home, office, store, display or passenger type.

Our limit of insurance under this coverage extension is \$500 in any one **loss**. No deductible applies.

b. Transportation Expenses Following Theft

If Comprehensive Coverage is shown in the Declarations for a **private passenger auto** scheduled in the Declarations, **we** will pay up to \$30 per day but not more than \$900 in any one **loss** for transportation expenses incurred if such **auto** is stolen. **We** will pay such expenses incurred during the period beginning 48 hours after an **insured** reports the theft to **us** and to the police and ending when such **auto** is returned to use or **we** pay for its **loss**.

c. Personal Property

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** that is a **private passenger auto** will extend to **loss** to personal property contained in or on such **auto** as follows:

- (1) Comprehensive Coverage because of:
 - (a) Fire;
 - (b) Lightning; or
 - (c) Theft or attempted theft if there are visible signs of someone breaking into such **auto** or the entire **auto** is stolen; or

(2) Collision Coverage.

The personal property must be owned by **you**, a **family member** or **your employee**. This coverage extension does not apply to:

- (1) Property used in a business, trade or profession.
- (2) Money or jewelry.
- (3) Property specifically insured.

- (4) Anything that is otherwise excluded by this policy.

Our limit of insurance under this coverage extension is \$300 in any one **loss**. No deductible applies.

d. Air Bag Replacement

The Comprehensive Coverage provided to a **private passenger auto** scheduled in the Declarations will extend to replacement of an air bag that inflates without such **auto** having been involved in a Comprehensive or Collision **loss**. No deductible applies.

e. Loss of Use - Rental Fee Reimbursement

- (1) We shall provide the following extension of coverage when **you** become legally responsible to pay for loss of use of:

- (a) A **private passenger auto** rented or hired without a driver under a written rental contract or agreement and a covered **auto** under this policy is a **private passenger auto** with Comprehensive and Collision Coverages which extend to such rented or hired **private passenger auto**; or
- (b) An **auto** (that is not a **private passenger auto**) rented or hired without a driver under a written rental contract or agreement and such **auto** is provided **Hired Auto Physical Damage** coverage under this policy.

- (2) We shall reimburse **you** or pay on **your** behalf:

- (a) The rental fee that would have been paid if such **auto** (that is a **private passenger auto**); or
- (b) Up to \$30 per day but not more than \$900 in any one **loss**, of the rental fee that would have been paid, if such **auto** (that is not a **private passenger auto**) had not sustained **loss**.

- (3) This coverage begins the day following the **loss** and ends, regardless of the policy expiration date, at the earliest of the following:

- (a) The day repairs to the rental **auto** are completed, not to exceed a period longer than required to repair such **auto**, exercising due diligence and dispatch;
- (b) The day **we** make payment for replacement of the rental **auto**; or
- (c) Thirty (30) days after the date coverage begins.

- (4) **You** or the rental agency must submit proper receipts to **us** for all expenses claimed under this coverage extension.

f. Diminished Value

When Diminished Value Coverage is shown in the Declarations for an **auto**, we shall pay:

- (1) An additional 15% of the settlement amount if the model year of such **auto** is no older than the model year of the date of the **loss** and the two prior model years; or
- (2) An additional 10% of the settlement amount for prior model years for damage to such **auto** because of **diminished value**, only if such **auto** is repaired. This provision does not apply to damage to glass.

B. EXCLUSIONS

Comprehensive and Collision Coverages do not apply to:

1. Audio, Visual or Data Electronic Equipment

Loss to any of the following:

- a. Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals. However, such equipment is covered if:
 - (1) Standard or optional equipment for the manufacturer of a covered **auto** for that make, model and model year;
 - (2) Permanently installed in a covered **auto** and was not standard or optional equipment for the manufacturer of such covered **auto** for that make, model and model year; or
 - (3) Scheduled in the Declarations and a premium charged.

Our limit under a.(2) above shall not exceed \$1,000 in any one **loss**. No deductible applies to the coverage extension in a.(2) above.
- b. Tapes, discs or other similar media designed for use with equipment described in a. above.
- c. Any accessories used with the media or equipment described in a. or b. above.

2. Diminished Value

Loss to a covered **auto** because of or arising out of **diminished value**. This exclusion does not apply to the extent that coverage is provided when Diminished Value Coverage is shown in the Declarations.

3. Expected or Intentional Act

Loss to a covered **auto** because of or arising out of **your** intentional act or an intentional act committed at **your** direction or with **your** knowledge.

4. Conversion, Embezzlement or Secretion

Loss to a covered **auto** because of or arising out of conversion, embezzlement or secretion by any person lawfully having a covered **auto** under a sale, lease or similar agreement.

5. Illegal Activities

Loss to a covered **auto** because of confiscation or destruction by any civil or governmental authorities because of illegal activities engaged in by **you** or a **family member**.

6. Loss of Use

Loss of use of a covered **auto**, except as provided in Coverage Extensions.

7. Nuclear Hazard

Loss caused by or resulting from:

- a. The explosion of any weapon employing atomic fission or fusion; or
- b. Nuclear reaction or radiation, or radioactive contamination, however caused.

8. Racing

Loss to any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.

9. Radar Detectors

Loss to any device designed or used to:

- a. Detect speed-measuring equipment such as radar or laser detectors; or
- b. Elude or disrupt speed-measuring equipment such as a jamming apparatus.

10. Tires

Loss to tires, unless the **loss** is caused by:

- a. Fire;
 - b. Theft; or
 - c. Malicious mischief; or
- is part of other **loss** covered by this policy.

11. Truck Campers

Loss to:

- a. A truck camper; or
 - b. A pickup cover with built-in cooking and sleeping equipment
- unless scheduled in the Declarations and a premium charged.

12. War or Military Action

Loss caused by or resulting from:

- 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. Wear and Tear

Loss to a covered **auto** because of and confined to:

- a. Wear and tear;
- b. Freezing; or
- c. Mechanical or electrical breakdown, other than burning of wiring.

This exclusion does not apply to such **loss** following and resulting from other **loss** covered by this policy.

C. LIMIT OF INSURANCE

1. The most **we** will pay for **loss** to any one covered **auto** is the lesser of:
 - a. The actual cash value of damaged or stolen property at the time of the **loss**;
 - b. The cost, at local prices, to repair or replace damaged or stolen property with other property of like kind and quality; or
 - c. The Limit of Insurance shown in the Declarations.
2. **We** will, at **our** option, replace an **auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:
 - a. Such **auto** is a **private passenger auto**;
 - b. **You** purchased it new;
 - c. **We** determine the **loss** cannot be repaired; and
 - d. The **loss** occurs within 90 days of the purchase date.

3. If a **loss** to an **auto** scheduled in the Declarations can be paid under either Comprehensive Coverage or Collision Coverage, payment will be made under the coverage that pays the most.

4. Coinsurance

If a scheduled **auto** has been altered, remodeled, converted or modified so that its value is substantially increased over that of a standard **auto** of the same make and model, and such modifications affect the amount of the **loss**, **we** will pay only the proportion that the value of a standard **auto** bears to the value of the scheduled **auto**. This does not apply when an additional premium is charged based on the increased value.

5. Deductible - Hired Auto Physical Damage Coverage

If other insurance is available to **you** or the owner of a covered **auto** (that is a hired **auto**) and such insurance is subject to a deductible greater than the deductible which applies to this coverage, **we** shall pay the difference between the two deductibles.

SECTION IV - INDIVIDUAL NAMED INSURED

If a Named Insured shown in the Declarations is an individual and any **auto** scheduled in the Declarations is a **private passenger auto**, the following extensions of coverage apply:

- A. The Covered Autos Liability Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**):
 1. Not owned by **you** or anyone living with **you**.
 2. Not furnished or available for regular use to **you** or anyone living with **you**. However, **we** will afford **you** Covered Autos Liability Coverage for **your** use of an **auto** (that is not a **trailer**) owned by or furnished for the regular use of a **family member**.
 3. Not used in a business **you** own or operate selling, servicing, repairing, parking or storing **autos**.
 4. Not used by **you**, a **family member** or the chauffeur or **domestic employee** of either while

working in **your** business or occupation or that of a **family member**, unless the **auto** is a **private passenger auto**.

5. Not used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) if scheduled in the Declarations.

We also extend this coverage to anyone legally responsible for the use of the **auto** (that is not a **trailer**) by the persons described in 1. and 2. immediately above.

- B. The Physical Damage Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**):
 1. Not owned by **you** or anyone living with **you**.

2. Not furnished or available for regular use to **you** or anyone living with **you**.
3. Not used in a business **you** own or operate selling, servicing, repairing, parking or storing **autos**.
4. Not used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in **your** business or occupation or that of a **family member**, unless the **auto** is a **private passenger auto**.
5. Not used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) scheduled in the Declarations.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

SECTION V - CONDITIONS

A. LOSS CONDITIONS

1. 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**, an **insured** must give **us** or **our** authorized representative prompt notice of the **accident** or **loss**, including:
 - (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, the **insured** and any other involved **insured** must:
 - (1) Immediately send **us** copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **suit**.
 - (2) Cooperate with **us** in the investigation or settlement of the claim or defense against the **suit**.
 - (3) Authorize **us** to obtain medical records or other pertinent information.
 - (4) Submit to examination, at **our** expense, by physicians of **our** choice, as often as **we** reasonably require.
 - (5) Assume no obligation, make no payment or incur no expense without **our** consent, except at the **insured's** own cost.
 - (6) Agree to examinations under oath at **our** request and give **us** a signed statement of such answers.
- c. If there is **loss** to a covered **auto** or its **equipment or custom furnishings**, an **insured** must also do the following:

- (1) Promptly notify the police if the covered **auto** or any of its **equipment or custom furnishings** is stolen.

- (2) Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of 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.

2. Legal Action Against Us

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. Further, under the Covered Autos Liability Coverage, no legal action may be brought until **we** agree a person entitled to coverage has an obligation to pay or until the amount of that obligation has been determined by judgment after trial. No one has any right under this policy to bring **us** into any action to determine the liability of any person **we** have agreed to protect.

3. 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 and impartial 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.

4. Loss Payment - Physical Damage Coverage

At **our** option, **we** may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return 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 damaged or stolen property at an agreed or appraised value.

If **we** pay for the **loss**, **our** payment will include, where required by law, the applicable sales tax for damaged or stolen property. **We** may adjust the **loss** for an **auto you** lease, hire, rent or borrow with either **you** or the owner of such **auto**, whomever **we** choose.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person or organization to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person or organization shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

6. Motor Carriers

- a. When this policy is amended by an endorsement prescribed in compliance with any law for the regulation of:
 - (1) Common carriers;
 - (2) Contract carriers; or
 - (3) Private carriers
 of passengers or property, all amended policy terms and conditions remain in full force and are binding between **you** and **us**.
- b. If as a result of that endorsement, **we** are obligated to make a payment that **we** would not make except for that endorsement, **you** agree to reimburse **us** for any payment, including payment for defense costs, **we** must make as a result of that endorsement.

B. GENERAL CONDITIONS**1. Policy Term and Territory**

Under this policy, **we** cover **accidents** and **losses** occurring:

- a. During the policy term 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) Canada; and
 - (4) Anywhere in the world if a covered **auto** that is a **private passenger auto** 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 any of the coverage territories described in **b.(1)**, **b.(2)** or **b.(3)** above or in a settlement to which **we** agree.

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

2. Other Insurance

- a. For any covered **auto** that is scheduled in the Declarations, this policy provides primary insurance. For any covered **auto** which is not scheduled in the Declarations, the insurance provided by this policy is excess over any other collectible insurance. However, this coverage shall be primary when any covered **auto** (that is a **trailer**) is connected to an **auto** that is scheduled in the Declarations and this coverage shall be excess when any covered **auto** (that is a **trailer**) is connected to an **auto** that is not scheduled in the Declarations.
- b. Regardless of the provisions of Paragraph **a.** above, the Covered Autos Liability Coverage of this policy is primary for any liability assumed under an **insured contract**.
- c. When this policy 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** policy bears to the total of the limits of all the coverage forms and policies covering on the same basis.

3. Assignment

No interest in this policy may be assigned without **our** written consent. However, if **you** are an individual and **you** die within the policy term, the policy will cover as though named in the Declarations:

- a. **Your** spouse;
- b. **Your** legal representative, but only with respect to his or her legal responsibility for the maintenance or use of a covered **auto**; and
- c. Any person having proper temporary custody of a covered **auto** until a legal representative is appointed

provided **we** are given written notice of **your** death within 60 days of the date of **your** death or by the expiration of the policy term in which **you** die, whichever is greater. This requirement does not apply with regard to **your** spouse.

4. Bankruptcy

Bankruptcy or insolvency of an **insured** or an **insured's** estate will not relieve **us** of any obligation under the terms of this policy.

5. Changes

- a. This policy contains all the agreements between **you** and **us** or any of **our** agents, concerning the insurance afforded. The terms of this policy can be amended or waived only by endorsement issued by **us** and made part of this policy.
- b. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with **our** consent. **We** may adjust **your** policy premium because of changes made to the policy.
- c. **We** may adjust **your** premium during the policy term because of changes in the factors that were used to determine such premium. These factors include but are not limited to:
 - (1) The principal place of garaging a covered **auto**;
 - (2) Coverages, limits of insurance and deductibles;
 - (3) The type, make and model of a covered **auto** and its use; and
 - (4) The operators of a covered **auto**. Premium adjustments will be made at the time of such changes or when **we** become aware of the changes, if later. **We** will use the governing rules and rates in effect on the inception date of the policy term.

6. Concealment, Misrepresentation or Fraud

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

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

7. Duplication of Coverage

- a. If this policy and any other policy or coverage form provided by **us** or a company affiliated with **us**, provides coverage for the same **accident** or **loss**, **our** maximum limit of insurance under all the policies or coverage forms shall not exceed the highest limit of insurance under any single policy or coverage form applicable to the **accident** or **loss**.
- b. This condition does not apply to any policy or coverage form issued by **us** or a

company affiliated with **us** to specifically provide excess insurance over this policy.

8. 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 term and up to one year afterward.

9. Inspections

- a. **We** have the right to:
 - (1) Make inspections at any time;
 - (2) Give **you** reports on the conditions **we** find; and
 - (3) Recommend changes.
- b. **We** are not obligated to make any inspections, 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. **We** do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs **9.a.** and **9.b.** of this condition apply not only to **us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, reports or recommendations.

10. Liberalization

If **we** revise this policy 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.

11. No Benefit to Bailee - Physical Damage Coverage

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 policy.

12. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums **we** pay.

13. Premium Audit

The estimated premium for this policy 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 is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, a return premium will be paid. Failure to pay any premium, including the

final premium, by the due date shown on the bill will be considered to be non payment of premium.

14. Severability

Except as to the Limit of Insurance, the coverage provided by this policy applies separately to each person against whom claim is made or **suit** is brought.

SECTION VI - 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, designed for travel on public roads;
2. A **trailer**; or
3. 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 physical injury, sickness or disease sustained by a person, including resulting death of that person.

D. 1. Covered pollution cost or expense means any cost or expense arising out of:

- a. Any request, demand, order or statutory or regulatory requirement that an **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
- b. 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**.

2. 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 an **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 an **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 an **insured**.

Paragraph **2.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 **2.b.** and **2.c.** above do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:

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

E. Diminished value means the actual or perceived reduction in market value or resale value of a covered **auto** as the result of a covered **loss**.

F. Domestic employee means a person engaged in household or domestic work performed principally in connection with a residence premises.

G. Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

H. Equipment or custom furnishings means:

1. An apparatus or device (that is not a **trailer**):
 - a. Permanently attached to or installed in or upon a covered **auto**; or
 - b. Designed for use with, but detached from, a covered **auto**.
2. Keys and key fobs designed for a covered **auto**.
3. Custom paint, decals, wraps or other interior or exterior modifications to a covered **auto**.

Equipment or custom furnishings does not include:

1. Anything attached to real estate; or
2. Removable child seats.

I. Executive officer means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.**J. Family member** means a person who resides with **you** and who is related to **you** by blood, marriage or adoption. **Family member** includes a ward or foster child who resides with **you**.**K. Insured** means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage.**L. Insured contract** means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with:
 - a. Construction; or
 - b. Demolition operations on or within 50 feet of a railroad;
4. An indemnification of a municipality as required by ordinance, 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 damages because of **bodily injury** or **property damage** to a third person or organization. Tort liability means 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 that:

1. Indemnifies a railroad for **bodily injury** or **property damage** arising out of:
 - a. Construction; or
 - b. Demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
2. 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
3. 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.

M. 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**.**N. Loss** means direct and accidental loss or damage.**O. 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**.

P. 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.

Q. Private passenger auto means:

- 1. A passenger or station wagon type **auto** with four or more wheels;
- 2. A pickup or van type **auto** with a gross weight of 15,000 pounds or less which is not used in the business of carrying passengers for hire; or
- 3. A motorhome.

R. Property damage means damage to or destruction of tangible property including resulting loss of use of that property.

S. 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:

- 1. 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
- 2. 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.

T. 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.

U. Trailer means a vehicle which is designed:

- 1. For travel on public roads; and
- 2. To be connected to and towed by a power unit.

Trailer does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment** or **custom furnishings**.

V. Volunteer worker 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**.

W. We, us or our means the Company providing this insurance.

X. You or your means the Named Insured shown in the Declarations and if an individual, **your** spouse who resides in the same household.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

- A. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. EXCLUSIONS** is amended. The following exclusion is added.

Exclusion of Terrorism

Liability Coverage does not apply to any person or organization for **bodily injury** or **property damage** caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. All **bodily injury** or **property damage** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material;
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials.

- B. **SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS** is amended. The following exclusion is added.

Exclusion of Terrorism

Loss to any **auto** caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**.

Such **loss** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **loss**. This exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
 2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material;
 3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials.
- C. Multiple incidents of **terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.
- D. **SECTION VI - DEFINITIONS** is amended. The following definition is added.
- Terrorism** means activities against persons, organizations or property of any nature:
1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or

- c.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - 2.** When one or both of the following applies:
 - a.** The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
 - b.** It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

Hazardous properties includes radioactive, toxic or explosive properties.

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

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

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

Waste means any waste material:

- (a) Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- (b) Resulting from the operation by any person or organization of any **nuclear facility** included under paragraphs (a) and (b) of the definition of **nuclear facility**.

Nuclear facility means:

- (a) Any nuclear reactor;
- (b) Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing **spent fuel**; or
 - (3) Handling, processing or packaging **waste**;
- (c) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the

premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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

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

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

Property damage includes all forms of radioactive contamination of property.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN UNINSURED MOTORIST COVERAGE

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

COMMERCIAL AUTO POLICY

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

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. Any judgment for damages arising out of a **suit** brought without **our** written consent is not binding on **us**.

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** 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 else **occupying** an **auto you** do not own who is an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE** under the policy, but only at times when that person is an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE** of the policy.
 - d. Anyone for damages he or she is entitled to recover because of **bodily injury** sustained by another **insured**.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are **insureds**:

- a. Anyone **occupying** 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 else **occupying** an **auto you** do not own who is an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE** of this policy, but only at times when that person is an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE** of this policy.
- c. Anyone for damages he or she is entitled to recover because of **bodily injury** sustained by another **insured**.

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without **our** consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.
3. **Bodily injury** sustained by:
 - a. An individual Named Insured while **occupying** or when struck by any vehicle owned by that Named Insured that is not a covered **auto** for Uninsured Motorist Coverage under this policy;
 - b. Any **family member** while **occupying** or when struck by any vehicle owned by that **family member** that is not a covered **auto** for Uninsured Motorist Coverage under this policy; or
 - c. Any **family member** while **occupying** or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorist Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. **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.
7. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** for Uninsured Motorist Coverage while such **auto** is:
 - a. Enrolled in an electronic or written **auto** sharing program agreement; and
 - b. Being used in connection with such **auto** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.
8. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** for Uninsured Motorist Coverage while such **auto** is being used as a public mode of transportation of people. This exclusion does not apply to a car pooling on a share the expense basis.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered **autos**, **insureds**, premiums paid, claims made or **suits** brought, persons injured or vehicles involved in the **accident**, the limit of insurance is as follows:
 - a. The most **we** will pay for all damages resulting from **bodily injury** to any one person caused by any one **accident**, including all damages claimed by any person or organization for care, loss of services or death resulting from the **bodily injury**, is the limit shown for Uninsured Motorist in the Declarations for each person.
 - b. Subject to the limit for each person, the most **we** will pay for all damages resulting from **bodily injury** caused by any one **accident** is the limit shown for Uninsured Motorist in the Declarations for each **accident**.
2. The Limit Of Insurance under this coverage will be reduced by:
 - a. All sums paid or payable under any workers compensation, disability benefits or similar law; and

- b. All sums paid by or for anyone who is legally responsible, including all sums paid under **SECTION II - COVERED AUTOS LIABILITY COVERAGE** of this policy.

3. No one will be entitled to receive duplicate payments for the same elements of **loss** under this coverage and any Liability Coverage form, Underinsured Motorist Coverage endorsement or Uninsured Motorist Coverage endorsement. **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. **We** will not make a duplicate payment to the extent amounts are paid or payable because of **bodily injury** under workers compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

SECTION V - CONDITIONS is amended for the purposes of this endorsement only.

1. The **Other Insurance** provision in the policy is deleted and replaced by the following:

Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage:

 - a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
 - b. Any insurance **we** provide with respect to a vehicle the Named Insured does not own will be excess over any other collectible uninsured motorist insurance providing coverage on a primary basis.
 - c. If the coverage under this policy is provided:
 - (1) On a primary basis, **we** will pay only **our** share of the **loss** that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, **we** will pay only **our** share of the **loss** that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
2. The **Duties in the Event of Accident, Claim, Suit or Loss** provision in the policy is 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. The **Our Right to Recover Payments** provision in the policy is changed by adding the following:
- a. **We** will be entitled to the right to recover damages from another only after the **insured** has been fully compensated for damages.
 - b. If **we** make any payment and the **insured** recovers from another party, the **insured** will hold the proceeds in trust for **us** and pay **us** back the amount **we** have paid only after the **insured** has been fully compensated for damages.
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, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. 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 judge of 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 county in which the **insured** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

SECTION VI - DEFINITIONS is amended. As used in this endorsement only:

- 1. **Occupying** means in, upon, getting in, on, out or off.
- 2. **Underinsured motor vehicle** means a land motor vehicle or **trailer** for which the sum of all liability bonds or policies, at the time of an **accident**, provides at least the applicable minimum limit for **bodily injury** liability specified in WIS. STAT. ch. 344 but that sum is less than the Limit Of Insurance of this coverage. The applicable minimum limit is \$25,000 for each person/ \$50,000 for each **accident**. However, **underinsured motor vehicle** does not include any vehicle:
 - a. Owned or operated by a self-insurer under any applicable motor vehicle law;
 - b. Owned by a governmental unit or agency;
 - c. Operated exclusively on rails or crawler treads;
 - d. Designed for use mainly off public roads while not on public roads;
 - e. While located for use as a residence or premises; or
 - f. That is an **uninsured motor vehicle**.
- 3. a. **Uninsured motor vehicle** means a land motor vehicle or **trailer**:
 - (1) For which no liability bond or policy at the time of an **accident** provides at least the applicable minimum limit for **bodily injury** liability specified in WIS. STAT. ch. 344. The applicable minimum limit is \$25,000 for each person/\$50,000 for each **accident**;
 - (2) For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - (3) That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an **insured**, a covered **auto** or a vehicle an **insured** is **occupying**, or must hit another vehicle that hits an **insured**, a covered **auto** or a vehicle an **insured** is **occupying**.
 - (4) That is a phantom motor vehicle and neither the driver nor owner can be identified. The vehicle must make no physical contact with the **insured** nor with a vehicle the **insured** is **occupying**, and all of the following must apply:
 - (a) The facts of the **accident** must be corroborated by competent evidence that is provided by someone other than the **insured** or any other person who makes a claim against the uninsured motorist coverage as a result of the **accident**;
 - (b) Within 72 hours after the **accident**, the **insured** or someone on behalf of the **insured** must report the **accident** to a police, peace or judicial officer or to the department of transportation or, if the **accident** occurs outside of Wisconsin, the equivalent agency in the state where the **accident** occurs; and

- (c) Within 30 days after the **accident** occurs, the **insured** or someone on behalf of the **insured** must file with the insurer a statement under oath that the **insured** or a legal representative of the **insured** has a cause of action arising out of the **accident** for damages against a person whose identity is not ascertainable and setting forth the facts in support of the statement.
 - b. However, **uninsured motor vehicle** does not include any vehicle:
 - (1) Owned by a governmental unit or agency;
 - (2) Operated exclusively on rails or crawler treads;
 - (3) Designed for use mainly off public roads while not on public roads;
 - (4) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent;
 - (5) While located for use as a residence or premises; or
 - (6) That is an **underinsured motor vehicle**.
- All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN UNDERINSURED MOTORIST COVERAGE

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

COMMERCIAL AUTO POLICY

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

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 **underinsured 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 **underinsured motor vehicle**.
2. **We** will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle**, and **we**:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a **suit** brought without **our** written consent is not binding on **us**.
- c. Anyone for damages he or she is entitled to recover because of **bodily injury** sustained by another **insured**.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are **insureds**:
 - a. Anyone **occupying** 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. EXCLUSIONS

This insurance does not apply to any of the following:

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:
 - a. An individual Named Insured while **occupying** or when struck by any vehicle owned by that Named Insured that is not a covered **auto** for Underinsured Motorist Coverage under this policy;
 - b. Any **family member** while **occupying** or when struck by any vehicle owned by that **family member** that is not a covered **auto** for Underinsured Motorist Coverage under this policy; or
 - c. Any **family member** while **occupying** or when struck by any vehicle owned by the Named Insured that is **insured** for Underinsured Motorist Coverage on a primary basis under any other Coverage Form or policy.

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** 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.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. **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.
6. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** for Underinsured Motorist Coverage while such **auto** is:
 - a. Enrolled in an electronic or written **auto** sharing program agreement; and
 - b. Being used in connection with such **auto** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.
7. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** for Underinsured Motorist Coverage while such **auto** is being used as a public mode of transportation of people. This exclusion does not apply to car pooling on a share the expense basis.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered **autos**, **insureds**, premiums paid, claims made or **suits** brought, persons injured or vehicles involved in the **accident**, the limit of insurance is as follows:
 - a. The most **we** will pay for all damages resulting from **bodily injury** to any one person caused by any one **accident**, including all damages claimed by any person or organization for care, loss of services or death resulting from the **bodily injury**, is the limit shown for Underinsured Motorist in the Declarations for each person.
 - b. Subject to the limit for each person, the most **we** will pay for all damages resulting from **bodily injury** caused by any one **accident** is the limit shown for Underinsured Motorist in the Declarations for each **accident**.
2. The Limit Of Insurance under this coverage will be reduced by:
 - a. All sums paid or payable under any workers compensation, disability benefits or similar law; and

- b. All sums paid by or for anyone who is legally responsible, including all sums paid under **SECTION II - COVERED AUTOS LIABILITY COVERAGE** of this policy.

3. No one will be entitled to receive duplicate payments for the same elements of **loss** under this policy and any Liability Coverage form, Underinsured Motorist Coverage endorsement or Uninsured Motorist Coverage endorsement. **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. **We** will not make a duplicate payment to the extent amounts are paid or payable because of **bodily injury** under workers compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

SECTION V - CONDITIONS is amended for the purpose of this endorsement only.

1. The **Other Insurance** provision in the policy is deleted and replaced by the following:
Other Insurance
 If there is other applicable insurance available under one or more policies or provisions of coverage:
 - a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
 - b. Any insurance **we** provide with respect to a vehicle the Named Insured does not own will be excess over any other collectible underinsured motorist insurance providing coverage on a primary basis.
 - c. If the coverage under this policy is provided:
 - (1) On a primary basis, **we** will pay only **our** share of the **loss** that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, **we** will pay only **our** share of the **loss** that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
2. The **Duties in the Event of Accident, Claim, Suit or Loss** provision in the policy is changed by adding the following:

- a. Promptly send **us** copies of the legal papers if a **suit** is brought; and
 - b. Promptly notify **us**, in writing, of a tentative settlement between an **insured** and the insurer of the **underinsured motor vehicle**, and allow **us** 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner or operator of such **underinsured motor vehicle**. However, this Provision 2.b. does not apply if failure to notify **us** does not prejudice **our** rights against the insurer, owner or operator of such **underinsured motor vehicle**.
3. The **Our Right to Recover Payments** provision in the policy is changed by adding the following:
- a. **We** will be entitled to the right to recover damages from another only after the **insured** has been fully compensated for damages.
 - b. If **we** make any payment and the **insured** recovers from another party, the **insured** will hold the proceeds in trust for **us** and pay **us** back the amount **we** have paid only after the **insured** has been fully compensated for damages.
- Our** rights do not apply under this provision with respect to Underinsured Motorist Coverage if **we**:
- a. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**; and
 - b. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
- If **we** advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:
- a. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorist Coverage; and
 - b. **We** also have a right to recover the advanced payment.
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 **underinsured 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, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. 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 judge of 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 county in which the **insured** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

SECTION VI - DEFINITIONS is amended. As used in this endorsement only:

1. **Occupying** means in, upon, getting in, on, out or off.
2. **Underinsured motor vehicle** means a land motor vehicle or **trailer** for which the sum of all liability bonds or policies, at the time of an **accident**, provides at least the applicable minimum limit for **bodily injury** liability specified in WIS. STAT. ch. 344 but that sum is less than the Limit Of Insurance of this coverage. The applicable minimum limit is \$25,000 for each person/\$50,000 for each **accident**. However, **underinsured motor vehicle** does not include any vehicle:
 - a. Owned or operated by a self-insurer under any applicable motor vehicle law;
 - b. Owned by a governmental unit or agency;
 - c. Operated exclusively on rails or crawler treads;
 - d. Designed for use mainly off public roads while not on public roads;
 - e. While located for use as a residence or premises; or
 - f. That is an **uninsured motor vehicle**.
3. a. **Uninsured motor vehicle** means a land motor vehicle or **trailer**:
 - (1) For which no liability bond or policy at the time of an **accident** provides at least the applicable minimum limit for **bodily injury** liability specified in WIS. STAT. ch. 344. The applicable minimum limit is \$25,000 for each person/\$50,000 for each **accident**.
 - (2) For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - (3) That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an **insured**, a covered **auto** or a vehicle an **insured** is **occupying**, or must hit another vehicle

that hits an **insured**, a covered **auto** or a vehicle an **insured** is **occupying**.

- (4) That is a phantom motor vehicle and neither the driver nor owner can be identified. The vehicle must make no physical contact with the **insured** nor with a vehicle the **insured** is **occupying**, and all of the following must apply:
- (a) The facts of the **accident** must be corroborated by competent evidence that is provided by someone other than the **insured** or any other person who makes a claim against the uninsured motorist coverage as a result of the **accident**;
 - (b) Within 72 hours after the **accident**, the **insured** or someone on behalf of the **insured** must report the **accident** to a police, peace or judicial officer or to the department of transportation or, if the **accident** occurs outside of Wisconsin, the equivalent agency in the state where the **accident** occurs; and
 - (c) Within 30 days after the **accident** occurs, the **insured** or someone on behalf of the **insured** must file with

the insurer a statement under oath that the **insured** or a legal representative of the **insured** has a cause of action arising out of the **accident** for damages against a person whose identity is not ascertainable and setting forth the facts in support of the statement.

- b. However, **uninsured motor vehicle** does not include any vehicle:
- (1) Owned by a governmental unit or agency;
 - (2) Operated exclusively on rails or crawler treads;
 - (3) Designed for use mainly off public roads while not on public roads;
 - (4) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent; or
 - (5) While located for use as a residence or premises; or
 - (6) That is an **underinsured motor vehicle**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN - AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

A. COVERAGE

1. **We** will pay reasonable expenses incurred for necessary medical, chiropractic and funeral services to or for an **insured** who sustains **bodily injury** caused by an **accident**.
2. Medical expenses include:
 - a. Medical, surgical, x-ray, dental and Christian Science practitioner services;
 - b. Prosthetic devices, eyeglasses and drugs; and
 - c. Ambulance, hospital and professional nursing services.
3. **We** will pay only those expenses for medical, chiropractic and funeral services incurred within three years of the **accident**. However, the **bodily injury** must be discovered, treated and reported to **us** within one year of the **accident**.

B. WHO IS AN INSURED

1. Anyone **occupying** a covered **auto**; and
2. If **you** are an individual and a covered **auto** is a **private passenger auto** to which Auto Medical Payments applies:
 - a. **You**; and
 - b. Any **family member**, who does not own an **auto** (that is not a **trailer**) unless shown in the Declarationswhen struck by or while **occupying** an **auto** not owned by, furnished or available for regular use by **you** or anyone living with **you**.

C. EXCLUSIONS

This endorsement does not apply to:

1. **Bodily injury** expected or intended from the standpoint of the **insured**.
2. **Bodily injury** to an **insured** while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering or testing **autos**, unless that business is **yours**.
3. **Bodily injury** arising out of the use of any covered **auto** as a public mode of transportation of

people. This exclusion does not apply to car pooling on a share the expense basis.

4. **Bodily injury** arising out of the use of any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.
5. **Bodily injury** to any person **occupying** a covered **auto** without a reasonable belief of **your** permission to do so.
6. **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.
7. 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.
8. **Bodily injury** to an **insured occupying** or struck by a covered **auto** located for use as a residence or premises.
9. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** while such **auto** is:
 - a. Enrolled in an electronic or written **auto** sharing program agreement; and
 - b. Being used in connection with such **auto** sharing program.If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.

D. LIMIT OF INSURANCE

1. The Limit of Insurance shown in the Declarations for each person is the most **we** will pay to or for any person in one **accident** for medical, chiropractic and funeral services.
2. Subject to **D.1.** above, the most **we** will pay for funeral services is \$5,000 per person.
3. The Limit of Insurance is not increased because of the number of:
 - a. Covered **autos**;
 - b. **Insureds**;
 - c. Premiums paid;
 - d. Claims made or **suits** brought;
 - e. Persons injured; or
 - f. Vehicles involved in the **accident**.
4. **We** will not pay any amount for medical or funeral services that duplicates amounts paid or payable by other insurance of any type while **you** or a **family member** are **occupying** an

auto not owned by, furnished or available for regular use by **you** or anyone living with **you**.

5. If **you**, or a **family member** who does not own an **auto**, sustain **bodily injury** while not occupying an **auto**, the maximum amount of coverage available for such **bodily injury** is the highest single limit of liability for this coverage applying to any **auto** with respect to which the injured person is an **insured**.

E. SECTION VI - DEFINITIONS is amended.

The following definition is added.

Occupying means being in or on an **auto** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **auto**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

A. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended.

1. Under A. COVERAGE, 1. Who Is An Insured is amended as follows:

- a. If **your** business is other than selling, leasing, servicing, repairing, parking, storing, delivering or testing **autos, Who Is An Insured** is changed to include an officer, agent or **employee** of such business while using a covered **auto**. However, that person is an **insured** only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified in Wisconsin Statute, chapter 344. In this event, coverage will be provided only up to the applicable minimum limit specified in Wisconsin Statute, chapter 344. The applicable minimum limit is:

- (1) \$60,000 for each **accident** for **bodily injury** and **property damage**, if the limit of liability is a single limit that applies for each **accident**; or
- (2) \$25,000 for each person/\$50,000 for each **accident** for **bodily injury**/ \$10,000 for **property damage**, if the limit of liability is indicated as a split limit.

- b. If **your** business is selling, leasing, servicing, repairing, parking, storing, delivering or testing **autos, Who Is An Insured** is changed to include anyone other than an officer, agent or **employee** of such business while using a covered **auto**. However, that person is an **insured** only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified in Wisconsin Statute, chapter 344. In this event, coverage will be provided only up to the applicable minimum limit specified in Wisconsin Statute, chapter 344. The applicable minimum limit is:

- (1) \$60,000 for each **accident** for **bodily injury** and **property damage**, if the limit

of liability is a single limit that applies for each **accident**; or

- (2) \$25,000 for each person/\$50,000 for each **accident** for **bodily injury**/ \$10,000 for **property damage**, if the limit of liability is indicated as a split limit.

2. B. EXCLUSIONS is amended as follows:

The **Fellow Employee** exclusion **4.** does not apply if the **bodily injury** results from the use of a covered **auto** **you** do not own or lease.

B. SECTION III - DAMAGE TO YOUR AUTOMOBILE, B. EXCLUSIONS is amended.

Exclusion **3. Expected or Intentional Act**, is deleted and replaced with the following:

3. Expected or Intentional Act

Loss to a covered **auto** because of or arising out of **your** intentional act or an intentional act committed at **your** direction or with **your** knowledge. This exclusion does not apply to deny coverage to an innocent **insured** who did not cooperate in or contribute to the creation of the **loss** if:

- (1) The **loss** arose out of an act or pattern of abuse or domestic abuse; and
- (2) The perpetrator of the **loss** is criminally prosecuted for the act or acts causing the **loss**.

Payment to the innocent **insured** may be limited to such innocent **insured's** interest in the property and may be reduced by any payments to any loss payee or other holder of a secured interest.

C. SECTION V – CONDITIONS is amended.

1. A. LOSS CONDITIONS is amended as follows:

- a. The lead-in to the **Duties in the Event of Accident, Claim, Suit or Loss** Condition in the policy is deleted and replaced by the following:

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

- b. Under **1. Duties in the Event of Accident, Claim, Suit or Loss**, a. is deleted and replaced by the following:
 - a. In the event of **accident**, claim, **suit** or **loss**, an **insured** must give **us** or **our** authorized representatives notice as soon as reasonably possible of the **accident** or **loss**, including:
 - (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.
- c. **2. Legal Action Against Us**, is deleted and replaced by the following:
 - 2. Legal Action Against Us**
We may not be sued unless there is full compliance with all the terms of this policy.
- d. Under **5. Our Right to Recover Payments**, paragraph a. is deleted and replaced by the following:
 - a. If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and shall do nothing to prejudice it. **We** shall be entitled to a recovery only after the **insured** has been fully compensated for damages.
- 2. **B. GENERAL CONDITIONS** is amended as follows:
 - a. The following provision is added to **6. Concealment, Misrepresentation or Fraud**:

No oral or written statement, representation or warranty made by **you** or on **your** behalf whether before, during or after a **loss**, shall be deemed material or defeat or void this policy, unless such statement, representation or warranty was false and made with intent to deceive, or unless the matter misrepresented or made a warranty, increased the risk or contributed to the **loss**. In addition, no breach of a warranty in this policy shall defeat or void this policy unless the breach of such warranty increased the risk at the time of **loss**, or contributed to the **loss**, or existed at the time of the **loss**.

Our authorized representative's knowledge will be considered **our** knowledge. If **our** authorized representative knows before an **accident** or **loss**, and if applicable, offense or "act, error or omission", something which violates a policy condition, this will not void the policy or defeat a recovery for a claim. If **we** elect to rescind this policy, **we** will notify the **insured** of **our** intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

- b. The following condition is added:

Conformity to Statute or Rule

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wisconsin Statute, Section 227.11(2) and published in the Wisconsin Administrative Code.

58524 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION VI - DEFINITIONS is amended.

1. **B.** is deleted and replaced by the following definition.

B. Auto means:

1. A land motor vehicle;
2. A **trailer**; or
3. 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**. As it applies to this endorsement only,

mobile equipment does not include a snowmobile.

2. **U.** is deleted and replaced by the following definition.

U. Trailer means a vehicle which is designed to be connected to and towed by a power unit. **Trailer** does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - SECTION IV - INDIVIDUAL NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

SECTION IV - INDIVIDUAL NAMED INSURED is deleted and replaced by the following:

SECTION IV - INDIVIDUAL NAMED INSURED

If a Named Insured shown in the Declarations is an individual and any **auto** scheduled in the Declarations is a **private passenger auto**, the following extensions of coverage apply:

- A.** The Covered Autos Liability Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**) **you** don't own except:
1. Any such **auto** owned by anyone living with **you**.
 2. Any such **auto** furnished or available for regular use to **you** or anyone living with **you**. However, **we** will afford **you** Covered Autos Liability Coverage for **your** use of an **auto** (that is not a **trailer**) owned by or furnished for the regular use of a **family member**.
 3. Any such **auto** used in a business of selling, servicing, repairing or parking **autos**.
 4. Any such **auto** used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in any other business or occupation, unless the **auto** is a **private passenger auto**.
 5. Any such **auto** used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) if scheduled in the Declarations.

We also extend this coverage to anyone legally responsible for the use of the **auto** (that is not a **trailer**) by the persons described in **1.** and **2.** immediately above.

- B.** The Physical Damage Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**) **you** don't own except:
1. Any such **auto** owned by anyone living with **you**.
 2. Any such **auto** furnished or available for regular use to **you** or anyone living with **you**.
 3. Any such **auto** used in a business of selling, servicing, repairing or parking **autos**.
 4. Any such **auto** used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in any other business or occupation, unless the **auto** is a **private passenger auto**.
 5. Any such **auto** used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) scheduled in the Declarations.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

All other policy terms and conditions apply.

58557 (3-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SHARING PROGRAM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. EXCLUSIONS is amended.

The following exclusion is added:

Auto Sharing Program

Bodily injury, property damage or covered pollution cost or expense for the ownership, maintenance or use of a covered **auto** while:

1. Enrolled in an electronic or written **auto** sharing program agreement; and
2. Being used in connection with such **auto** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.

B. SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended. The following exclusion is added:

Auto Sharing Program

Loss to a covered **auto** which occurs while:

1. Enrolled in an electronic or written **auto** sharing program agreement; and
2. Being used in connection with such **auto** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.

C. SECTION IV - INDIVIDUAL NAMED INSURED is amended. The following provision is added to Paragraph **B**.

This extension does not apply to **loss** to, or loss of use, of an **auto** in connection with an **auto** sharing program if the provisions of such **auto** sharing program preclude the recovery of such **loss** or loss of use, from **you** or such **family member**, or if otherwise precluded by any state law.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN - POLICY CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL

CONDITIONS is amended. The following conditions are added.

1. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy at any time by returning it to **us** or by notifying **us** of the date cancellation is to take effect.
- b. **We** may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the first Named Insured at the address shown in the Declarations. This notice shall be mailed or delivered at least 10 days prior to the effective date.
- c. When this policy has been in effect 60 days or more, **we** may cancel only for one or more of the following reasons:

- (1) nonpayment of premium;
- (2) material misrepresentation;
- (3) substantial change in risk assumed, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the contract; or
- (4) substantial breaches of contractual duties, conditions or warranties.

2. Nonrenewal

If **we** decide not to renew this policy, **we** will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured at the address shown in the Declarations. This notice shall be mailed or delivered at least 60 days prior to the expiration of this policy.

All other policy terms and conditions apply.