

**AMENDMENT TO CONTRACT**  
**Weed Abatement - Mowing**  
**Bid No. 15-080**  
**Lancaster County**  
**Renewal**  
**Beatrice Lawn Care, Inc.**

This Amendment is hereby entered into by and between Beatrice Lawn Care, Inc. 1401 Paddock Lane, Beatrice, NE 68310 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated June 23, 2015, under County Contract No. C-15-0303, for Weed Abatement - Mowing, Bid No. 15-080, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is June 23, 2015 through June 22, 2016, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by County Contract No. C-16-0351 on July 5, 2016, to renew the contract for an additional one (1) year term from June 23, 2016 through June 22, 2017; and

WHEREAS, the Contract was amended by County Contract No. C-17-0401 on June 13, 2017, to renew the contract for an additional one (1) year term from June 23, 2017 through June 22, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning June 23, 2018 through June 22, 2019; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$45,000.00 for Contracts during the contract term without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-15-0303, and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning June 23, 2018 through June 22, 2019.
- 2) The expenditures for Lancaster County for the term of this renewal shall not exceed \$45,000.00 for Contracts during the contract term without approval by the Lancaster County Board of Commissioners.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

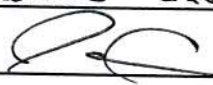
Vendor Signature Page  
Lancaster County Signature Page

## Vendor Signature Page

AMENDMENT TO CONTRACT  
Weed Abatement - Mowing  
Bid No. 15-080  
Lancaster County  
Renewal  
Beatrice Lawn Care, Inc.

Please sign, date and return within 10 days of receipt.

Mail to: City/County Purchasing  
Attn: Chris Lollar  
440 So. 8th St., Ste. 200  
Lincoln, NE 68508  
Or email to: [clollar@lincoln.ne.gov](mailto:clollar@lincoln.ne.gov)

Company Name:	Beatrice Lawn Care, Inc.
By: (Please Sign)	
By: (Please Print)	Joe Amstutz
Title:	President
Company Address:	1250 Lakewood Lane, Beatrice, NE 68310
Company Phone & Fax:	(402) 239-9930
E-Mail Address:	joe2106@hotmail.com
Date:	5/4/18
Contact Person for: Service or Orders"	Joe Amstutz
Contact Phone Number:	(402) 239-9930

**Lancaster County Signature Page**

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**AMENDMENT TO CONTRACT  
Weed Abatement - Mowing  
Bid No. 15-080  
Lancaster County  
Renewal  
Beatrice Lawn Care, Inc.**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Security First Insurance - Beatrice 2301 N 6th BEATRICE NE 68310	CONTACT NAME: Nora Zimmerman
	PHONE (A/C, No, Ext): 402 223 4058 FAX (A/C, No): 402 228 9270
	E-MAIL ADDRESS: nzimmerman@security1stbank.com
INSURER(S) AFFORDING COVERAGE	
INSURED BEATRICE LAWN CARE, INC ARMSTRONG RENTALS LLC 1250 LAKEVIEW LANE BEATRICE NE 68310	INSURER A : EMC Property and Casualty Insurance NAIC # 25186
	INSURER B : EMPLOYERS MUTUAL INS CO 21415
	INSURER C : MARKEL
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 20180502113522390 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	4D13506	05/05/2018	05/05/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="checked" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	4E13506	05/05/2018	05/05/2019	Fire Damage \$ 300,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="checked" type="checkbox"/> UMBRELLA LIAB <input checked="checked" type="checkbox"/> OCCUR <input checked="checked" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	4J13506	05/05/2018	05/05/2019	EACH OCCURRENCE \$
							AGGREGATE \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	MWC0096066-02	06/01/2018	06/01/2019	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster county Public Building Commission are listed as additionally insured.

CERTIFICATE HOLDER CANCELLATION

CITY OF Lincoln and/or Lancaster County and/or City of Lincoln/lancaster County Public Building Commission 555 south 10th Street LINCOLN NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE: <i>Nora Zimmerman</i>



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Original Printing

Issued June 2, 2017

Standard

Type : Stock
Markel Insurance Company
Ten Parkway North
Deerfield, IL 60015

NCCI Carrier Code:22616

Policy Number:

MWC0096066-02

Renewal of Policy:

MWC0096066-01

Rewrite of Policy:

Fein # / Risk ID #:

208329037 / 260337041

1. The Insured's Name and Mailing address:
BEATRICE LAWN CARE, INC.
1401 Paddock Ln
Beatrice, NE 68310-2106
402-239-9306

DBA Name:
SIC CODE: 4959

Other work place not shown above: See Attached Location Schedule

Type of entity:

Corporation

2. The policy period is from 06/01/2017 to 06/01/2018 [12.01 AM Standard Time] at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here: NEBRASKA

B. Employers liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Table with 3 columns: Injury Type, Amount, and Limit/Employee. Rows include Bodily Injury by Accident, Disease, and other categories.

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here

All states except those listed in Item 3A of the Information Page and the following states or territories: District of Columbia, ID, ME, MT, NJ, NY, ND, OH, OR, WA, WY, Puerto Rico and US Virgin Islands.

D. California Endorsements and Schedules

Other State Endorsements and Schedules:

MDWC1001, MWC 1201, WC000000C, WC000308, WC000313, WC000404, WC000406, WC000414, WC000419, WC000421D, WC000422B, WC000424, WC260401B, WC260403, WC260601C, MJWC1000, MPIL 1083, MPIL 1007

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All Information required is subject to verification and change by audit.

Minimum Premium: 690.00 Deposit Premium:\$2,402.00 Total Estimated Annual Premium: \$6,008.00 Pay plan: 4-Pay - 40%

Producer: Security First Insurance (Beatrice) - MIAA
2301 N 6th 402-223-4058
Beatrice, NE 68310

Countersigned By:

Date: 06/02/2017

Markel Service, Inc., (888) 500-3344
Central Park Plaza, 222 South 15th Street, Suite 1500N
Omaha, NE 68102-1680

(See extension of information page for class code, rate and premium detail)

THIS INFORMATION PAGE WITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

MDWC 1001 05 10



007881-012408-40204382-06022017



MWC0096066-02

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Subrogant Information	Class Code	Schedule Description	Payroll
City of Lincoln Lancaster County 555 SOUTH 10TH LINCOLN NE 68508	9102	Lawn - Maintenance-Commercial Or Domestic & Drivers	\$45,000.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 06/01/2017 Policy No. MWC0096066-02 Endorsement No.

Insured: BEATRICE LAWN CARE, INC. Premium (See Attached)

Insurance Company: Markel Insurance Company Countersigned by \_\_\_\_\_

WC000313  
Ed. 4-84

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EMC PROPERTY & CASUALTY COMPANY

PRIOR POLICY: 4D1-35-06

GENERAL LIABILITY DECLARATIONS

POLICY PERIOD: FROM 05/05/18 TO 05/05/19

\*-----\*
\* POLICY NUMBER \*
\* 4 D 1 - 3 5 - 0 6---19 \*
\*-----\*

NAMED INSURED:

PRODUCER:

BEATRICE LAWN CARE, INC.
1250 LAKEVIEW LANE
BEATRICE NE 68310

SECURITY FIRST BANK
DBA SECURITY FIRST INSURANCE
2301 N 6TH ST
BEATRICE NE 68310-1215

DIRECT BILL

AGENT: HB 8192
AGENT PHONE: (402)223-4058
NORA L. ZIMMERMAN
CLAIM REPORTING: (888)362-2255
SERVICING CARRIER: (402)951-8300

THIS POLICY RENEWAL IS OFFERED CONTINGENT UPON THE RECEIPT OF PAYMENT WHICH IS DUE ON 05/05/18.

INSURED IS: CORPORATION

BUSINESS DESC: LAWN CARE SERVICES

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT \$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT \$ 300,000 ANY ONE PREMISES
MEDICAL EXPENSE LIMIT \$ 5,000 ANY ONE PERSON
PERSONAL AND ADVERTISING INJURY LIMIT \$ 1,000,000 ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT \$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT \$ 2,000,000

COVERAGES PROVIDED

PREMIUM

OTHER THAN PRODUCTS/COMPLETED OPERATIONS \$ 2,805.00
TOTAL ESTIMATED POLICY PREMIUM \$ 2,805.00

SEE ATTACHED SCHEDULE FOR LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED.

DATE OF ISSUE: 03/19/18 BPP



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EMC PROPERTY & CASUALTY COMPANY  
BEATRICE LAWN CARE INC

EFF DATE: 05/05/18

POLICY NUMBER: 4D1-35-06  
EXP DATE: 05/05/19

FORMS APPLICABLE:

CG0001(04/13), CG0300(01/96), CG2106(05/14), CG2147(12/07),  
CG2170(01/15), CG2176(01/15), CG2293(04/13), CG2404(05/09),  
CG7001A(10/12), CG7003(10/13), CG7191(08/14), CG7193.1(10/13),  
CG7429(11/98), CG7501(10/13), IL0021(05/02), IL0259(12/17)\*,  
IL7028(05/15), IL7130A(04/01)\*, IL7131A(04/01)\*, IL8021(04/88)\*,  
IL8383.2A(01/15), IL8384A(01/08), IL8576(09/09)\*, IL8745(03/17)\*

REFER TO PRIOR DISTRIBUTION(S) FOR ANY FORMS NOT ATTACHED

AUDIT PERIOD: ANNUAL

DATE OF ISSUE: 03/19/18 BPP

FORM CG7000A ED. 08-99 BPP 02/19/18 008 ZM 4D13506 1901





EMC PROPERTY & CASUALTY COMPANY

POLICY NUMBER: 4D1-35-06---19

BEATRICE LAWN CARE, INC.

EFF DATE: 05/05/18

EXP DATE: 05/05/19

GENERAL LIABILITY POLICY  
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
CG0300	01-96	DEDUCTIBLE LIABILITY INSURANCE	
CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
CG2293	04-13	LAWN CARE SERVICES COVERAGE	
CG2404	05-09	---WAIVER/TRANSFER RIGHTS OF RECOVER NAME OF PERSON OR ORGANIZATION: CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/ LANCASTER COUNTY PUBLIC BUILDING COMMISSION BANK OF THE WEST, ITS PARENT BANCWEST CORPORATION AND THEIR RESPECTIVE OFFICERS AND EMPLOYEES C/O INSURANCE TRACKING SERVICES, INC. (ITS)	
CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
CG7191	08-14	GENERAL LIAB ESSENTIAL EXTENSION	
CG7193.1	10-13	AI-OWN/LESS/CONTR - INCL COMP OPS NAME: SMS ASSIST, LLC & FAMILY DOLLAR  NAME: NEBCO  NAME: CITY OF LINCOLN AND/OR LANCASTER CO AND/OR CITY OF LINCOLN/LANCASTER CO PUB BG COM  NAME: BANK OF THE WEST, ITS PARENT BANCWEST CORP & THEIR RESPECTIVE OFFICERS &EMPLOYEES C/O INSURANCE TRACKING SERVICES, INC. (ITS)	
CG7429	11-98	AMEND - AGGREGATE LIMIT PER PROJECT	
CG7501	10-13	AI-DESIG PERSON/ORGAN-VICAR LIAB NAME/CONCESSIONAIRES/JOB TITLES/ POLITICAL ENTITY/ASSOC. OR ORG./ETC.  BANK OF THE WEST  LINCOLN ELECTRIC SYSTEM	

DATE OF ISSUE: 03/19/18

(CONTINUED)

FORM: IL7131A (ED. 04-01)

008

ZM

4D13506 1901



EMC PROPERTY & CASUALTY COMPANY

POLICY NUMBER: 4D1-35-06---19

BEATRICE LAWN CARE, INC.

EFF DATE: 05/05/18

EXP DATE: 05/05/19

GENERAL LIABILITY POLICY  
DECLARATIONS

=====  
ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
		WRK REAL ESTATE, LLC	
		TOTAL WINTER SOLUTIONS INC.	
		DENT ENTERPRISE, INC. DENTCO	
IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL0259	12-17	NE CHANGES - CANCELLATION/NONRENEWAL	
IL7028	05-15	ASBESTOS EXCLUSION	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8021	04-88	ASBESTOS NOTICE	
IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 22
IL8384A	01-08	TERRORISM NOTICE	
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	
*IL8745	03-17	IMPORTANT NOTICE TO POLICYHOLDERS	

DATE OF ISSUE: 03/19/18

FORM: IL7131A (ED. 04-01)

008

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4D13506 1901



EMC PROPERTY & CASUALTY COMPANY  
BEATRICE LAWN CARE, INC.

POLICY NUMBER: 4D1-35-06---19  
EFF DATE: 05/05/18 EXP DATE: 05/05/19

T E R R O R I S M   N O T I C E

This insurance may include coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE  
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For additional information, please contact your agent



EMC PROPERTY & CASUALTY COMPANY  
BEATRICE LAWN CARE, INC.

POLICY NUMBER: 4D1-35-06---19  
EFF DATE: 05/05/18 EXP DATE: 05/05/19

THIS DISCLOSURE IS ATTACHED TO YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO  
TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$22.00

**A. Disclosure Of Premium:**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this disclosure or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. Beginning on January 1, 2016, the federal share will decrease by one percentage point per calendar year until equal to 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses:**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

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DATE OF ISSUE: 03/19/18

FORM: IL8383.2A(01-15)

008

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4D13506 1901



EMC PROPERTY & CASUALTY COMPANY

NAMED INSURED ENDORSEMENT

POLICY PERIOD: FROM 05/05/18 TO 05/05/19

\*-----\*  
\* POLICY NUMBER \*  
\* 4 D 1 - 3 5 - 0 6---19 \*  
\*-----\*

NAMED INSURED :

PRODUCER :

-----  
BEATRICE LAWN CARE, INC.  
1250 LAKEVIEW LANE  
BEATRICE NE 68310

-----  
SECURITY FIRST BANK  
DBA SECURITY FIRST INSURANCE  
2301 N 6TH ST  
BEATRICE NE 68310-1215

DIRECT BILL

AGENT: HB 8192  
AGENT PHONE: (402)223-4058  
NORA L. ZIMMERMAN  
CLAIM REPORTING: (888)362-2255  
SERVICING CARRIER: (402)951-8300  
-----

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

\*-----\*  
\* ENDORSEMENT EFFECTIVE DATES: 05/05/18 TO 05/05/19 \*  
\*-----\*

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE NAMED INSURED  
IS AMENDED TO READ AS FOLLOWS:

1ST NAMED INSURED:  
BEATRICE LAWN CARE, INC.

NO. 02:  
ARMSTRONG RENTALS, LLC

PLACE OF ISSUE: OMAHA, NE  
DATE OF ISSUE: 03/19/18

FORM: IL7130A (ED. 04-01)

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4D13506 1901



EMC PROPERTY & CASUALTY COMPANY  
 BEATRICE LAWN CARE INC

EFF DATE: 05/05/18

POLICY NO: 4D1-35-06---19  
 EXP DATE: 05/05/19

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS		ALL OTHER	
	RATE	ADVANCE PREM	RATE	ADVANCE PREM
LOCATION 001				
87734			\$	0
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US				
CG2404				
PREMIUM BASIS:				
EACH				
EXPOSURE: 2				
(SUBLINE /334)				
ADDITIONAL INTEREST ( 1-334)				15
CITY OF LINCOLN AND/OR				
ADDITIONAL INTEREST ( 2-334)				15
BANK OF THE WEST, ITS PARENT				
87748			\$	50
AMENDMENT - AGGREGATE LIMITS OF INSURANCE (PER PROJECT)				
PREMIUM BASIS:				
FLAT CHARG				
EXPOSURE: 1				
(SUBLINE /334)				
87767			\$	0
ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS - VICARIOUS LIAB				
CG7501				
PREMIUM BASIS:				
EACH				
EXPOSURE: 5				
(SUBLINE /334)				
ADDITIONAL INTEREST ( 1-334)				30
WRK REAL ESTATE, LLC				
ADDITIONAL INTEREST ( 2-334)				30
BANK OF THE WEST				
ADDITIONAL INTEREST ( 3-334)				30
LINCOLN ELECTRIC SYSTEM				
ADDITIONAL INTEREST ( 4-334)				30
TOTAL WINTER SOLUTIONS INC.				
ADDITIONAL INTEREST ( 5-334)				30
DENT ENTERPRISE, INC. DENTCO				
87781			\$	0
OWNERS, LESSEES OR CONTRACTORS - INCL COMPL OPS - PRIMARY & NONCONTRIBUTORY (ADD'L INSURED)				
CG7193.1				
PREMIUM BASIS:				
EACH				
EXPOSURE: 4				
(SUBLINE /334)				

DATE OF ISSUE: 03/19/18 BPP

(CONTINUED)



EMC PROPERTY & CASUALTY COMPANY  
 BEATRICE LAWN CARE INC

EFF DATE: 05/05/18

POLICY NO: 4D1-35-06---19  
 EXP DATE: 05/05/19

GENERAL LIABILITY SCHEDULE  
 (CONTINUED)

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS		ALL OTHER	
	RATE	ADVANCE PREM	RATE	ADVANCE PREM
ADDITIONAL INTEREST ( 1-334) SMS ASSIST, LLC &	!	!	!	25
ADDITIONAL INTEREST ( 2-334) NEBCO	!	!	!	25
ADDITIONAL INTEREST ( 3-334) CITY OF LINCOLN AND/OR	!	!	!	50
ADDITIONAL INTEREST ( 4-334) BANK OF THE WEST, ITS PARENT	!	!	!	50
97050 LAWN CARE SERVICES (4)	!	!	14.088!\$	2,328
PREMIUM BASIS: THOUSANDS OF PAYROLL	!	!	!	!
EXPOSURE: 165,225	!	!	!	!
(SUBLINE /334)	!	!	!	!
\$ 250 DEDUCTIBLE APPLIES TO PD	!	!	!	!
PER CLAIM UNLESS A LIMITATION IS	!	!	!	!
SHOWN ON THE ENDORSEMENT SCHEDULE	!	!	!	!

POLICY LEVEL COVERAGES

COVERAGES	LIMIT OF INSURANCE	PREMIUM
GENERAL LIABILITY ESSENTIAL EXTENSION	!	!\$ 75
PREMIUM FOR CERTIFIED ACTS OF TERRORISM		\$ 22.00
TOTAL ESTIMATED POLICY PREMIUM		\$ 2805.00

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT
- (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS UNLESS OTHERWISE EXCLUDED
- (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT
- (5) A \$250 PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE
- (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF \$250 PER CLAIM APPLIES UNLESS A HIGHER DEDUCTIBLE IS OTHERWISE DESIGNATED FOR THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 S 7TH ST AT PERKINS ST  
 BEATRICE, NE 68310

DATE OF ISSUE: 03/19/18 BPP

(CONTINUED)



PAGE 3

EMC PROPERTY & CASUALTY COMPANY  
BEATRICE LAWN CARE INC

EFF DATE: 05/05/18

POLICY NO: 4D1-35-06---19  
EXP DATE: 05/05/19

GENERAL LIABILITY SCHEDULE  
(CONTINUED)

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ALL OTHER LOCATIONS:

2111 ARAPAHOE TRAIL  
BEATRICE, NE 68310

DATE OF ISSUE: 03/19/18 BPP

FORM CG7001A ED.10-12 BPP 02/19/18 008 ZM 4D13506 1901



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEBRASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. Paragraphs 2. and 3. of the **Cancellation Common Policy Condition** are replaced by the following:

### 2. Cancellation Of Policies In Effect

#### a. 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.

#### b. More Than 60 Days

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

- (1) Nonpayment of premium;
- (2) The policy was obtained through material misrepresentation;
- (3) Any insured has submitted a fraudulent claim;
- (4) Any insured has violated the terms and conditions of this policy;
- (5) The risk originally accepted has substantially increased;
- (6) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or

(7) The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.

c. If we cancel this policy subject to 2.a. or 2.b. above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
2. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail our notice by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the first Named Insured's last mailing address known to us. If we mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

B. Paragraph 6. of the Cancellation Common Policy Condition does not apply.

C. The following is added and supersedes any provisions to the contrary:

**NONRENEWAL**

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

2. Any notice of nonrenewal will be mailed by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the first Named Insured's last mailing address known to us. If we mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

## **ASBESTOS NOTICE**

The Asbestos Exclusion attached to this policy clarifies our intent not to provide this coverage. It should be noted that by virtue of the Pollution Exclusion, little, if any, coverage is thought to have existed previously. Involvement with asbestos exposures should be directed to highly skilled asbestos contractors and/or consultants that have specialized insurance programs.

## **EMC Insurance Companies**

Form IL8021 (Ed. 4-88)

## IMPORTANT NOTICE TO POLICYHOLDERS

### Re: New Federal Claim Information Reporting Requirements

New federal reporting requirements for claims involving parties potentially eligible for Medicare are now in place. With your continued cooperation, EMC Insurance Companies will be able to meet these new reporting responsibilities.

To help us comply with the new requirements, **you simply need to make sure you report all claims to your agent or EMC Insurance Companies.** If you choose to pay a claim, or attempt to settle a claim on your own, you may become responsible for these new reporting requirements.

For specific information on Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173), go to [www.cms.hhs.gov/MandatoryInsRep/](http://www.cms.hhs.gov/MandatoryInsRep/) or consult with your attorney.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## IMPORTANT NOTICE TO POLICYHOLDERS

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

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

Please contact your agent to discuss any questions. Your right to cancel remains unchanged.

This Notice provides information concerning the following new endorsements, which may apply to your General Liability, Businessowners and/or Umbrella renewal policies issued by us:

### **BP0412 – Limitation Of Coverage To Designated Premises, Project Or Operation**

### **CG2144 – Limitation Of Coverage To Designated Premises, Project Or Operation**

When these endorsements are attached to your **General Liability or Businessowners** policies, coverage is limited to specific premises and/or projects or operations designated in the Schedule of the endorsement. These endorsements have been revised to explicitly address, in the context of a scheduled premises, the location wherein:

- Under Paragraph **A.**, bodily injury or property damage must occur;
- Under Paragraph **B.**, the following location-based offenses must be committed:
  1. False arrest, detention or imprisonment; or
  2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor; and
- Under Paragraph **C.**, bodily injury must occur.

If the previous edition of these endorsements were attached to your policy, the attachment of these endorsements may result in a reduction of coverage in the context of a scheduled premises, to the extent coverage might have been previously available or provided for bodily injury or property damage that occurs, or a location-based offense that is committed, away from a scheduled premises.

### **CU2111 – Limitation Of Coverage To Designated Premises, Project Or Operation**

### **CU2199 – Arkansas - Limitation Of Coverage To Designated Premises, Project Or Operation**

### **CU3401 – Colorado - Limitation Of Coverage To Designated Premises, Project Or Operation**

### **CU3402 – Illinois - Limitation Of Coverage To Designated Premises, Project Or Operation**

### **CU2198 – Connecticut - Limitation Of Coverage To Designated Premises, Project Or Operation**

### **CU2197 – North Carolina - Limitation Of Coverage To Designated Premises, Project Or Operation**

When this endorsement is attached to your **Umbrella** policy, coverage is limited to specific premises and/or projects or operations designated in the Schedule of the endorsement. This endorsement has been revised to explicitly address, in the context of a scheduled premises, the location wherein:

- Under Coverage **A.**, bodily injury or property damage must occur; and
- Under Coverage **B.**, the following location-based offenses must be committed:
  1. False arrest, detention or imprisonment; or
  2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

If the previous edition of this endorsement was attached to your policy, the attachment of this endorsement may result in a reduction of coverage in the context of a scheduled premises, to the extent coverage might have been previously available or provided for bodily injury or property damage that occurs, or a location-based offense that is committed, away from a scheduled premises.



EMPLOYERS MUTUAL CASUALTY COMPANY

C H A N G E E N D O R S E M E N T

POLICY PERIOD: FROM 05/05/18 TO 05/05/19 \*-----\*
\* POLICY NUMBER \*
\* 4 E 1 - 3 5 - 0 6---19 \*
\*-----\*

N A M E D I N S U R E D : P R O D U C E R :
BEATRICE LAWN CARE, INC. SECURITY FIRST BANK
1250 LAKEVIEW LANE DBA SECURITY FIRST INSURANCE
BEATRICE NE 68310 2301 N 6TH ST
BEATRICE NE 68310-1215
AGENT: AB 8192
AGENT PHONE: (402)223-4058
NORA L. ZIMMERMAN
D I R E C T B I L L

T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .
P L E A S E R E A D I T C A R E F U L L Y .

\*-----\*
\* ENDORSEMENT EFFECTIVE DATES: 05/05/18 TO 05/05/19 \*
\*-----\*

IN CONSIDERATION OF THE PREMIUM CHARGED THE FOLLOWING CHANGES ARE
APPLICABLE TO THIS POLICY: SEE ATTACHED SCHEDULE

ADDED CLASS 8025 TO THE POLICY.
AMENDED CA7266(11-15) ON THE ENDORSEMENT SCHEDULE.
ADDED FORM IL7338(05-15) TO THE ENDORSEMENT SCHEDULE.

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ADDITIONAL PREMIUM: \$ 25.00
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PAGE 2

EMPLOYERS MUTUAL CASUALTY COMPANY  
BEATRICE LAWN CARE, INC.

POLICY NO: 4E1-35-06---19  
EFF DATE: 05/05/18 EXP DATE: 05/05/19

C H A N G E E N D O R S E M E N T  
C O N T I N U E D

FORMS APPLICABLE:

0405B(01/18), 3003C(05/10), CA0001(10/13), CA0156(11/13),  
CA0221(12/17), CA2170(10/13), CA7001A(11/15), CA7002A(11/15),  
CA7007(11/15), CA7093A(03/09), CA7202(11/15), CA7266(11/15),  
CA7270(11/15), CA7312(11/15), CA7313(11/15), CA8112.2(11/15),  
CA9933(10/13), CA9935(11/13), IL0021(05/02), IL7130A(04/01),  
IL7131A(04/01)\*, IL7338(05/15)\*, IL8576(09/09)

REFER TO PRIOR DISTRIBUTION(S) FOR ANY FORMS NOT ATTACHED

PLACE OF ISSUE: OMAHA, NE  
DATE OF ISSUE: 05/03/18  
FORM: IL1201A (ED. 01-86)

COUNTERSIGNED BY:

008 CG

4E13506 1905



EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 4E1-35-06---19

BEATRICE LAWN CARE, INC.

EFF DATE: 05/05/18

EXP DATE: 05/05/19

COMMERCIAL AUTO POLICY  
DECLARATIONS

=====  
ENDORSEMENT SCHEDULE  
=====

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
0405B	01-18	PRIVACY NOTICE	
3003C	05-10	GLASS REPAIR FORM	
CA0001	10-13	BUSINESS AUTO COVERAGE FORM	
		TERRORISM COVG INCL IN MAIN COV FORM	\$ 21
CA0156	11-13	NEBRASKA CHANGES	
CA0221	12-17	NEBRASKA CHANGES - CANCELLATION	
CA2170	10-13	NE UNINSURED/UNDERINS MOTORISTS COV	
CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
CA7202	11-15	DRIVER EXCL AUTHORIZATION AGREEMENT	
		EXCLUDED DRIVER(S):	
		DUSTIN BRETHOUWER	
CA7266	11-15	DESIGNATED INSURED	
		PERSON/ORGANIZATION	
		- SMS ASSIST, LLC & FAMILY DOLLAR	
		- LINCOLN-LANCASTER COUNTY PUBLIC	
		BUILDING COMMISSION	
CA7270	11-15	COMMERCIAL AUTO ESSENTIAL EXTENSION	
CA7312	11-15	RENTAL VEHICLE EXTENSIONS	
CA7313	11-15	PREJUDGMENT INTEREST	
CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
CA9933	10-13	EMPLOYEES AS INSUREDS	
CA9935	11-13	NEBRASKA AUTO MEDICAL PAYMENTS	
IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7338	05-15	NOTICE OF CANC PROV BY US DESIGNATED	
		NAME OF ENTITY:	
		LINCOLN-LANCASTER COUNTY PUBLIC BUILDING	
		COMMISSION	
		MAILING ADDRESS:	
		555 SO 10TH ST	
		LINCOLN, NE 68508	
		NUMBER OF DAYS NOTICE: 30	
IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 05/03/18

FORM: IL7131A (ED. 04-01)

008

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4E13506 1905





## PRIVACY NOTICE

### Our Company Policy

When you receive a product or service from any of the affiliated insurance companies of EMC Insurance Companies\* (collectively, "EMC," "we," "us" or "our"), including, but not limited to, buying insurance, you provide information about yourself, your employees and your company's participants, beneficiaries and claimants. We need this data to process and service your business. EMC recognizes the confidentiality expectations of our policyholders and those receiving services from us.

We value the trust you place in us, respect the privacy of the information we receive from you and are committed to keeping this information secure and confidential.

- We collect only data needed for our business.
- We use means allowed by law to collect information.
- We only share data that the law allows.
- We limit employee access to data to only those who need access for a business reason.

### Information We May Collect

Possible sources of information:

- From you, your employees, and your company's participants, beneficiaries or claimants. We may collect information from your application, telephone, video, or in-person interviews, or your independent insurance agent. We collect most of our information directly from you.
- From transactions with us, such as payment history, underwriting and claim documents.
- From outside sources, such as driving records or other public records and claims history.
- From consumer reporting agencies, such as credit history. If we order a consumer or business credit report, we will provide notification as required by state laws and under the federal Fair Credit Reporting Act.

Possible types of information may include:

- Name
- Phone number
- Credit report
- Other consumer report information
- Mailing address
- Social Security number
- Driver's license number
- Email address
- Health information
- Financial information

### How We Use This Information

Personal information about yourself, your employees, and your company's participants, beneficiaries or claimants may be saved both in our records and in your agent's files. We may use this information to:

- Underwrite insurance policies
- Process insurance claims
- Ensure proper billing
- Offer other EMC insurance products
- Service accounts

### How We Protect This Information

EMC protects insured information in a variety of ways:

- We limit employee access to customer data.
- We train our employees to make use of customer data only for lawful purposes.
- We protect data by using physical, electronic and procedural safeguards.

### How We Share This Information

We share information about our customers or former customers, as well as their employees, participants, beneficiaries and claimants, only as permitted by law. The law allows us to share this information without your consent with any and all of the EMC affiliated insurance companies and the following types of third parties:

- Your company's independent agent or broker
- Parties who perform a business, professional or insurance function, or otherwise provide support, for any of our affiliated insurance companies
- Businesses that help any of our affiliated insurance companies with data processing or marketing
- Independent claim adjusters, appraisers, investigators, medical professionals and attorneys who need the information to investigate, defend or settle a claim involving your company

State and federal law requires this notice be sent annually. This notice describes how we collect, use, protect and share information. Additionally, this notice will explain how to request information we have in our records.

**We do not share personal information except as permitted by law.**

**This is a privacy notice and is not part of the insurance policy, nor is it considered an endorsement of the insurance policy or in any way part of the insurance or service contract.**

## BETTER SERVING OUR POLICYHOLDERS

- EMC Insurance Companies has implemented an automotive glass repair and replacement program to better serve you, our policyholder.
- The service is convenient, prompt and virtually hassle free.
- Mobile or In-Shop service is available through experienced glass professionals at thousands of glass centers nationwide.
- A lifetime warranty is provided on workmanship, no matter where you move or travel.
- Competitive, consistent pricing was obtained in an effort to control rising insurance premiums.
- Should you elect not to use a participating glass service center in your area, the claim payment will be based on the maximum allowable through our program.
- In the event you have a glass claim, call **1-888-362-2255** and a friendly representative will be glad to assist you or you may contact your agent.

## BUSINESS AUTO COVERAGE FORM

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

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

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

### SECTION I – COVERED AUTOS

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

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

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

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

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

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

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

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

**SECTION II – COVERED AUTOS LIABILITY COVERAGE**

**A. Coverage**

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

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

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

**1. Who Is An Insured**

The following are "insureds":

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

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

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

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

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

These payments will not reduce the Limit of Insurance.

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

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

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

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

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

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

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

### 3. Workers' Compensation

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

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

"Bodily injury" to:

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

This exclusion applies:

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

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

**5. Fellow Employee**

"Bodily injury" to:

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

**6. Care, Custody Or Control**

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

**7. Handling Of Property**

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

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

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

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

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

**9. Operations**

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

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

**10. Completed Operations**

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

In this exclusion, your work means:

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

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

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

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

#### 11. Pollution

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

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

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

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

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

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

#### 12. War

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

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

#### 13. Racing

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

#### C. Limit Of Insurance

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

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

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

### SECTION III – PHYSICAL DAMAGE COVERAGE

#### A. Coverage

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

##### a. Comprehensive Coverage

From any cause except:

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

##### b. Specified Causes Of Loss Coverage

Caused by:

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

##### c. Collision Coverage

Caused by:

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

#### 2. Towing

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

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

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

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

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

#### 4. Coverage Extensions

##### a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

##### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or



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

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

## B. Exclusions

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

### a. Nuclear Hazard

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

### b. War Or Military Action

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

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

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

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

4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

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

- a. Permanently installed in or upon the covered "auto";

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

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

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

## C. Limits Of Insurance

1. The most we will pay for:

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

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

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

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

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

**D. Deductible**

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

**SECTION IV – BUSINESS AUTO CONDITIONS**

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

**A. Loss Conditions**

**1. Appraisal For Physical Damage Loss**

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

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

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

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

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

**3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

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

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

At our option, we may:

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

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

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

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

### B. General Conditions

#### 1. Bankruptcy

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

#### 2. Concealment, Misrepresentation Or Fraud

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

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

#### 3. Liberalization

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

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

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

#### 5. Other Insurance

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

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

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

#### 6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. Policy Period, Coverage Territory

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

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

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

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

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

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

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

### SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

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

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

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

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

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

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

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

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

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

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

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.  
 "Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

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

## **NEBRASKA CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

Paragraph **C. Limits Of Insurance** is changed by adding the following:

If a "loss" to your covered "auto" is also payable as damages under the liability coverage of another Coverage Form or policy issued by us, we will pay for such damage or "loss" only once, either under this Coverage Form or the liability coverage of the other Coverage Form or policy issued by us.

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

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

##### **Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", both parties may agree in writing to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property 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 there is an appraisal, we will still retain our right to deny the claim.

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

- a. A misrepresentation or warranty made by you or on your behalf in the negotiation of or application for this Coverage Part will void this policy if:
  - (1) It is material;
  - (2) It is made with the intent to deceive;
  - (3) We rely on it; and
  - (4) We are deceived to our injury.
- b. A breach of warranty or condition will void the policy if such breach exists at the time of "loss" and contributes to the "loss".

#### **3. The Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are revised by the addition of the following:**

When this Coverage Form and any other Coverage Form or policy providing liability and/or physical damage insurance apply with respect to an "accident" or "loss" involving a "loaned vehicle", and such Coverage Forms or policies have a mutually repugnant clause regarding primary coverage, and:

- a. One provides coverage to a licensed seller or dealer that owns the "loaned vehicle"; and

- b. The other provides coverage to the operator of the "loaned vehicle"; and
- c. At the time of such "accident" or "loss", the operator's liability and/or physical damage insurance as described in Paragraph b. is primary and the licensed seller or dealer's liability and/or physical damage insurance described in Paragraph a. is excess over any insurance available to that operator.

**C. Additional Definitions**

As used in this endorsement:

"Loaned vehicle" means a covered "auto" which is provided for use as a temporary substitute without a direct charge to an insured operator by a licensed seller or dealer for use while the insured operator's covered "auto" is being serviced, repaired or inspected by such seller or dealer until such "auto" is returned to the licensed seller or dealer.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEBRASKA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

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

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

The following is added to Paragraph **3.** of the **Cancellation** Common Policy Condition:

If the policy has been in effect 60 days or more or is a renewal or continuation policy, and we cancel for:

a. Nonpayment of premium to a premium finance company; or

b. Any reason other than nonpayment of premium;

notice of cancellation will be sent by registered mail, certified mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service.

POLICY NUMBER:

COMMERCIAL AUTO  
CA 21 70 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

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

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

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

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

Named Insured:

Endorsement Effective Date:

### SCHEDULE

Limit Of Insurance: \$

Each "Accident"

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

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "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 "uninsured motor vehicle" or "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", 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 against the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" without our written consent is not binding on us unless we:

- a. Receive reasonable notice of the pendency of the "suit" resulting in the judgment; and
- b. Have had a reasonable opportunity to protect our interest in the "suit".

#### 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" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" or using 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. Any claim settled without our consent. However, this exclusion does not apply:
  - a. If such settlement does not adversely affect our rights; or
  - b. To a settlement made with the insurer of an "underinsured motor vehicle" in accordance with the procedure described in Paragraph A.2.b.
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 Underinsured Motorists Coverage under this Coverage Form;
  - 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 Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
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.

### D. Limit Of Insurance

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

The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

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

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

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

### E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. With respect to damages caused by an "uninsured motor vehicle", the reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. With respect to damages caused by an "underinsured motor vehicle", **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable 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 shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form 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.

The following priorities of recovery apply:

<b>First</b>	The Underinsured Motorists Coverage applicable to the Vehicle the "insured" was "occupying" at the time of the "accident".
<b>Second</b>	The Underinsured Motorists Coverage applicable to an "auto" not involved in the "accident" under which the injured person is an "insured".

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

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

With respect to an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are also changed by adding the following:

- a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle".
- b. Allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

- a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back that amount we have paid.
- b. For an "underinsured motor vehicle", the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply if we:

- (1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- (2) We also have a right to recover the advance payment.

5. The following condition is added:

#### **Reimbursement And Trust**

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

6. 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 both parties so agree, 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 procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### **F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

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

- a. For which no liability bond or policy applies at the time of the "accident".
- b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence provided by an independent and disinterested person, other than the "insured" making the claim or any person "occupying" the covered "auto".

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a "bodily injury" liability bond or policy applies at the time of an "accident" but its limit for "bodily injury" liability is either:

- a. Not enough to pay the full amount the "insured" is legally entitled to recover as damages; or
- b. Reduced by payments to persons other than an "insured", injured in the "accident", to less than the full amount the "insured" is legally entitled to recover as damages.

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

- c. Owned by or furnished or available for the Named Insured's regular use or that of any "family member", if the Named Insured is an individual.
- d. Owned by a governmental unit or agency.
- e. Designed for use mainly off public roads while not on public roads.
- f. Owned or operated by a self-insurer under any applicable motor vehicle law.
- g. While located for use as a residence or premises.
- h. Which is an "uninsured motor vehicle".

**QUICK REFERENCE  
COMMERCIAL AUTO COVERAGE PART  
BUSINESS AUTO COVERAGE FORM**

**READ YOUR POLICY CAREFULLY**

**DECLARATIONS PAGES**

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- Policy Period
- Description of Business
- Coverages and Limits of Insurance

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- Premiums
- Transfer of Your Rights and Duties Under This Policy

**ENDORSEMENTS (If Any)**

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

**DRIVER EXCLUSION AUTHORIZATION AGREEMENT**

This endorsement modifies insurance provided under the following:

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

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

In consideration of the premium payment, it is agreed that all coverage offered under this policy is not in effect while the named excluded driver is operating any vehicle to which the policy applies.

\_\_\_\_\_  
(Excluded Driver Name)

Provided, you accept this endorsement as witnessed by your signature, and,  
Provided further, that, unless this endorsement is revoked in writing by us, this endorsement shall be a part of this policy, or any renewal of this policy issued by us.

The above exclusion has been explained to me by \_\_\_\_\_  
(Agent Name)

and I understand it. I further understand this constitutes a waiver of coverage.

\_\_\_\_\_  
(Excluded Driver Signature)

\_\_\_\_\_  
(Named Insured, Company Representative Signature)

\_\_\_\_\_  
(Witness or Agent Signature)

\_\_\_\_\_  
Date Signed

Policy Number: \_\_\_\_\_

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

**DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the **Who Is An Insured** provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

**SCHEDULE**

Name of Person(s) or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTO ESSENTIAL EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. BLANKET ADDITIONAL INSURED

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

#### B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

1. Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
2. Any organization you acquire or form will not be considered an "insured" if:
  - a. The organization is a partnership or a joint venture; or
  - b. That organization is covered under other similar insurance.
3. Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

#### C. SUBSIDIARIES AS INSUREDS

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

#### D. SUPPLEMENTARY PAYMENTS

**Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4)** are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

#### E. TOWING

**Section III – Physical Damage Coverage, A.2. Towing** is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### F. LOCKSMITH SERVICES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$50 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto" for which Comprehensive coverage is provided. The deductible is waived for these services.

#### G. TRANSPORTATION EXPENSES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses

incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

#### H. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

**Audio, Visual, And Data Electronic Equipment Coverage Added Limits** of \$1,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance Provision under **Section III – Physical Damage Coverage**.

#### I. HIRED AUTO PHYSICAL DAMAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

1. The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value, \$75,000, or Cost of Repair, minus the deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
3. Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

#### J. PERSONAL PROPERTY OF OTHERS

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto".

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### K. RENTAL REIMBURSEMENT

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day, subject to a \$1,500 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense coverage extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

#### L. AIRBAG COVERAGE

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### M. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

**N. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

**O. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

- d. Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

**P. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Q. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**R. LIBERALIZATION**

Paragraph **B.3. Liberalization** is amended for this endorsement as follows:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RENTAL VEHICLE EXTENSIONS

This endorsement modifies insurance provided under the following:

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

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

The following extensions apply for the purposes of this endorsement, only.

contract or agreement entered into for use of a "rental vehicle":

### A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

Any "employee" or volunteer of yours is an "insured" while using a "rental vehicle".

### B. Changes In General Conditions

#### 1. Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in Paragraph **A.4.b.** in the Business Auto and Motor Carrier Coverage Forms and Paragraph **F.2.** in the Auto Dealers Coverage Form is replaced with Rental Agency Expense in Paragraph **B.3.** of this endorsement.

#### 2. Paragraph 5.b. of the Other Insurance Condition in the Business Auto and Auto Dealers Coverage Form and Paragraph 5.f. of the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto: hired or rented by your "employees: under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" leased, hired, rented or borrowed with a driver is not a covered "auto".

#### 3. Rental Vehicle Contract or Agreement.

**Rental Vehicle Contract or Agreement** is added as follows:

We will pay the following expenses that you or any of your "employees" or volunteers are legally obligated to pay because of a written

	RENTAL AGENCY EXPENSE	MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT
a.	Loss of income incurred by the lessor of a "rental vehicle" during the period of time that vehicle is out of use because of actual damage to or "loss" of that vehicle, including income lost due to absence of that vehicle for use as a replacement;	\$2,500
b.	Decrease in trade-in value of the "rental vehicle" because of actual damage to that vehicle arising out of a covered loss; and	\$2,500
c.	Administrative expenses incurred by the rental agency, as stated in the contract or agreement	\$2,500
	Maximum Total	\$7,500

### C. DEFINITIONS

The following is added **DEFINITIONS**:

"Rental vehicle" means an "auto" that is:

1. Leased, hired or rented without a driver, by a commercial lessor under a written contract or agreement;
2. Leased, hired or rented by an "insured" for your business for a period of less than 180 consecutive days; and
3. Not used by or for an "insured" for transporting persons for hire.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PREJUDGMENT INTEREST

This endorsement modifies insurance provided under the following:

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

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

**Supplementary Payments** is amended by adding the following:

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

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

**IMPORTANT NOTICE TO POLICYHOLDERS**

**CLARIFICATION**

**PAYMENT FOR AFTERMARKET CRASH PARTS**

Physical Damage coverage under this policy may include payment for aftermarket crash parts. If you repair the vehicle using more expensive original equipment manufacturer (OEM) parts, you may pay the difference. Any warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle.

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

## **EMPLOYEES AS INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

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

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

## **NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

### **A. Coverage**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

### **B. Who Is An Insured**

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. 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. Exclusions**

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
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" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.



#### D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

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

#### E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

When this Coverage Form and any other Coverage Form or policy providing Auto Medical Payments Coverage apply with respect to an "accident" involving a "loaned vehicle", and such Coverage Forms or policies have a mutually repugnant clause regarding primary coverage, and:

- a. One provides coverage to a licensed seller or dealer that owns the "loaned vehicle"; and

- b. The other provides coverage to the operator of the "loaned vehicle"; and

- c. At the time of such "accident", the operator's Auto Medical Payments Coverage as described in Paragraph **b.** is primary and the licensed seller or dealer's Auto Medical Payments Coverage described in Paragraph **a.** is excess over any insurance available to that operator.

#### F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption, who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Loaned vehicle" means an "auto" which is provided for use as a temporary substitute without a direct charge to an insured operator by a licensed seller or dealer for use while the insured operator's covered "auto" is being serviced, repaired or inspected by such seller or dealer until such "auto" is returned to the licensed seller or dealer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US -  
DESIGNATED ENTITY**

SCHEDULE

1. Name of Entity:	
2. Mailing Address:	
3. Number of Days Notice:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than nonpayment of premium, notice of such cancellation will be provided to the entity in the Schedule, at least the number of days in advance of the cancellation effective date, also as shown in the Schedule.

If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

Failure to provide such notice to the designated entity will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

## IMPORTANT NOTICE TO POLICYHOLDERS

### Re: New Federal Claim Information Reporting Requirements

New federal reporting requirements for claims involving parties potentially eligible for Medicare are now in place. With your continued cooperation, EMC Insurance Companies will be able to meet these new reporting responsibilities.

To help us comply with the new requirements, **you simply need to make sure you report all claims to your agent or EMC Insurance Companies.** If you choose to pay a claim, or attempt to settle a claim on your own, you may become responsible for these new reporting requirements.

For specific information on Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173), go to [www.cms.hhs.gov/MandatoryInsRep/](http://www.cms.hhs.gov/MandatoryInsRep/) or consult with your attorney.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
INCLUDING COMPLETED OPERATIONS –  
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>  City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster  <b>Project:</b> County Public Building</p> <p><b>Location Of Project:</b>  Lincoln</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of "your work" performed for that additional insured by or for you at the location designated and described in the Schedule of this endorsement.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**C. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:**

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.