

# SAMPLE

## FleetCover® Endorsement- CA 70 18 03 10

Policy Amendment(s) Commercial Business Auto Coverage Form - Motor Carrier Coverage Form

### A. Broadened Named Insured

Section II - Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an insured with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered

as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

### B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), Section II - Liability Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

2. Form CA0020 (if attached to this policy), Section II - Liability Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or personal affairs, provided you do not own, hire, or borrow that **auto**.

### C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), Section II - Liability Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), Section II - Liability Coverage, 1. Who Is An Insured; the following is added as item g.:

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

President

# SAMPLE

Any person or organization with respect to the operation, maintenance, or use, of a covered auto, provided that you and such person or organization have agreed under an expressed provision in a written insured contract or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an insured.

However, such person or organization is an insured:

- (1) Only with respect to the operation, maintenance, or use, of a covered auto; and
  - (2) Only for bodily injury or property damage caused by an accident which takes place after:
    - (a) You executed the insured contract or written agreement; or
    - (b) The permit has been issued to you.
2. Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, A. Loss Conditions, item 6.; the following is added:

#### Waiver of Subrogation

If required by a:

- a. Written insured contract or written agreement executed prior to the accident; or
- b. Written permit issued to you by a governmental or public authority prior to the accident;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered auto.

#### D. Auto Medical Payments - Increased Limit

For each covered auto described in the Declarations or shown in the Schedule as having Auto

Medical Payments Coverage, the Medical Payments Limit of Insurance for those autos is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations

#### E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

##### Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered autos, the following applies:

Any auto that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However any such auto:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered autos;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered auto, except any Comprehensive Coverage deductible does not apply to loss caused by fire or lightning; and
3. The most we will pay for any one loss in any one accident is the lesser of the following:
  - a. Actual cash value of the damaged or stolen property as of the time of the loss as determined by us; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered loss only for a maximum time period of seven days beginning with the date of loss, subject to a maximum of \$500.

However:

1. If form CA0001 is attached to this policy, this coverage does not apply to autos 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; and

# SAMPLE

2. If form CA0020 is attached to this policy, this coverage does not apply to any private passenger type auto you lease, hire, rent or borrow from any member of your household, any of your employees, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

## Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses; is deleted and replaced by the following:

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

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered auto;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered auto; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered auto.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

## F. Coverage Territory - Hired Auto

Form CA 0001, (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5).(a) is replaced by the following:

- (a) A covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less; and

Form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General

Conditions, 7. Policy Period, Coverage Territory, b.(5).(a); is replaced by the following:

- (a) A covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less; and

## G. Communication Equipment Coverage

1. Form CA 0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limit of Insurance, Paragraph 2. is deleted and replaced by the following:

2. \$1,500 is the most we will pay for loss in any one accident to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of the loss, is:

2. Form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, Limits of Insurance, Paragraph 2. is deleted and replaced by the following:

2. \$1,500 is the most we will pay for loss in any one accident to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of the loss, is:

## H. Tapes, Records, CDs and DVD Coverage

- A. Under Comprehensive Coverage, we will pay for loss to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

1. Are your property, or that of a family member; and
2. Are in a covered auto at the time of a loss.

- B. The most we will pay for loss is \$250.

- C. Physical Damage Coverage provisions apply to this coverage, except that no deductible applies.

## I. Personal Effects Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical

# SAMPLE

**Damage Coverage, A. Coverage, 4. Coverage Extensions;** item d. is added as follows:

d. **Personal Effects Coverage**

We will pay up to \$500 for loss for clothing items or other personal effects that are owned by an insured and are in an Owned auto at the time of a covered loss.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

J. **Airbag Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, B. Exclusions, 3.a.;** and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, B. Exclusions, 3.a.;** the following is added:

However, **mechanical breakdown** does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectible insurance or warranty designed to cover such unintended discharge.

K. **Rental Reimbursement**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions;** and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions;** item c. is added as follows:

c. **Rental Reimbursement or Transportation Expenses**

If loss occurs to a covered auto described or designated in the Declarations or Schedule and covered for **Physical Damage Coverage**, we will pay for rental expenses for the rental of a similar replacement auto and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered auto. No deductible applies to this coverage. However:

(1) We will pay only for those expenses incurred by you that begin 24 hours after the covered loss.

(2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

(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 and return the covered auto to you; or

(b) 45 days from the date this coverage begins.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred by you; or

(b) \$1,500.

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

(5) If loss results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered **private passenger auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the **Physical Damage Coverage Extensions**.

L. **Extended Towing Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 2. Towing,** is replaced by the following:

2. **Extended Towing**

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

# SAMPLE

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the private passenger type, no deductible applies; and
- c. If the covered auto is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered auto is not of the private passenger type and the disablement results from a loss covered under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered auto including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos, is replaced by the following:

## 2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the private passenger type no deductible applies; and
- c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered auto is not of the private passenger type and the disablement results from a loss covered

under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered auto including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

## M. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

## N. Supplementary Payments - Increased Limits

Section II - Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are replaced by the following:

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

## O. Duties in the Event of Accident, Claim, Suit or Loss - Amended

Form CA0001 (if attached to this policy) Section IV - Business Auto Conditions, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) Section V - Motor Carrier Conditions, A. Loss Conditions, item 2. a.; is replaced by the following:

- a. In the event of accident, claim, suit or loss, you must promptly notify us or our authorized representative when it becomes known to:
  - (1) You, if you are an individual;

# SAMPLE

- (2) Your partner or member, if you are a partnership or joint venture;
- (3) Your member, if you are a limited liability company;
- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager.

Knowledge of an accident, claim, suit or loss by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

- (1) How, when and where the accident or loss occurred; and
- (2) The insured's name and address; and
- (3) To the extent possible, the names and address of any injured persons and witnesses.

## P. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 2.; the following is added:

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

## Q. Fellow Employee Coverage

Section II - Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the bodily injury results from the use of a covered auto you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

## R. Limited Mexico Coverage

### WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- a. For accidents or losses occurring within 25 miles of the United States border; and
- b. For trips into Mexico of 10 days or less; and
- c. If the covered auto is principally garaged and principally used in the United States; and
- d. If the insured is a resident of the United States.

If a loss to a covered auto occurs in Mexico, we pay for such loss in the United States. If the covered auto must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such loss as determined by us at the nearest United States point where the repairs can be made.

# SAMPLE

Any insurance provided under this provision will be excess over any other collectible insurance.

## S. Extended Glass Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, item 3.a.; is replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

## T. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), Section V - Definitions, item C.; and Form CA0020 (if attached to this policy), SECTION VI - DEFINITIONS, item C.; is replaced by the following:

- C. Bodily Injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

## U. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limit Of Insurance; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits Of Insurance; item 5. is added as follows:

5. If your covered owned auto is:
  - (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
  - (2) Shown in this policy as having a loss payee or additional-insured-lessor; and
  - (3) Incurs a covered total loss;

we will pay the greater of:

- (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or
- (b) The outstanding indebtedness under the initial finance agreement for the covered auto and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total loss:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered auto to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (v) Less carry-over balances from previous loans or leases.

## V. Two or More Deductibles

Section III - Physical Damage Coverage, D. Deductible, the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same accident or loss, the following applies:

- (1) If the deductible under this **Business Auto Coverage Form** is the lesser of (or least) deductible, it will be waived.
- (2) If the deductible under this **Business Auto Coverage Form** is not the lesser, (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.