



# Commercial Vehicle Endorsement

Policy Number:

We agree with **you** that we will provide coverages as shown for the Commercial **Vehicle(s)** listed in the declaration for which this endorsement is attached. For such **vehicle(s)**, the terms of the policy are amended as follows:

## SECTION I - Liability Coverages

### DEFINITIONS

1. The definition of "**farm auto**" is changed to:  
**"Farm auto"** means a truck type **vehicle** or farm tractor with a load capacity of 2,000 pounds or less.

2. The definition of "**non-owned auto**" is changed to:  
**"Non-owned auto"** means a **private passenger auto, vehicle** or **farm auto** not owned by or furnished for the regular use of either **you** or a **relative**, other than a **temporary substitute auto**.

3. The definition of "**owned auto**" is changed to:

- A **vehicle** or **farm auto** described in the policy and for which a premium is shown for coverages listed.
- A **trailer** owned by **you**.
- A **vehicle** or **farm auto** **you** acquire during the policy period if:
  - it replaces an **owned auto** described in the policy; or
  - we insure all **vehicles** owned by **you** on the date of acquisition, and **you** ask us to add it to the policy no more than 30 days later.

d) A **temporary substitute auto** but only for:

- Bodily Injury;
- Property Damage;
- Uninsured Motorists; and
- Personal Injury Protection.

5. The definition of "**temporary substitute auto**" is changed to:

**"Temporary substitute auto"** means an automobile, **farm auto, trailer** or **vehicle**, not owned by **you**, temporarily used with the permission of the owner. The use must be as a substitute for the **owned auto** when withdrawn from normal use because of its:

- breakdown;
- repair;
- servicing;
- loss; or
- destruction.

5. The definition of "**trailer**" is changed to:

**"Trailer"** means a **trailer** designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes.

6. The definition of "**utility auto**" is changed to:

**"Utility auto"** means a **vehicle**, other than a **farm auto**, with a load capacity of 2,000 pounds or less of the pick-up body, van or panel truck type.

7. Add definition of "**vehicle**" as follows:

A motor vehicle of the truck type, having a gross vehicle weight of 21,000 pounds or less including delivery sedans, panel trucks and automobiles with pick-up bodies, customarily used in **your** business or occupation.

### EXCLUSIONS

The following additional exclusions apply:

- "Non-owned autos"** are not covered.
- Liability assumed by **you** under a contract or agreement is not covered.
- Any obligation that **you** or any Company as **your** insurer may be liable for under any workers' compensation, unemployment compensation or disability benefits law, or any such similar law, is not covered.

### PERSONS INSURED

#### Who Is Covered

This section is changed to:

Section I applies to the following as **insureds** with regard to an "**owned auto**":

- You**;
- Any other person using the **owned auto** with **your** permission. The actual use must be within the scope of that permission.
- Any other person or organization for his or its liability because of acts or omissions of an **insured** under 1. and 2. above;

The limits of liability stated in the Declarations are our maximum obligations regardless of the number of **insureds** involved in the occurrence.

## SECTION II - Auto Medical Payments

### DEFINITIONS

The opening statement is replaced by the following:

All changes in the policy definitions made in Section I of this endorsement apply to Section II. The other definitions in Section I of the policy also apply to Section II. Also, under this coverage, **occupying** means in or upon or entering into or alighting from.

## PAYMENTS WE WILL MAKE

The Section "This coverage applies to" is changed to:

This coverage applies to:

1. **You** for **bodily injury** caused by accident:
  - a. while **occupying** the **owned auto**;
  - b. while **occupying** a **non-owned auto**; or
  - c. when struck as a pedestrian by an auto.
2. Any other person who sustains **bodily injury** caused by an accident while **occupying** the **owned auto** while being used by **you**, or while being used with **your** permission.

## EXCLUSIONS

The following additional exclusion applies:

There is no coverage for persons employed by **you** in:

1. domestic employment if benefits are payable under any workers' compensation law; or
2. other employment.

## SECTION III - Physical Damage Coverages

### DEFINITIONS

All changes in policy definitions made in Section I of this endorsement apply to Section III, except the definition of **owned auto** which is replaced in Section III by the following:

5. "**Owned Auto**" means:
  - a. A **vehicle** or **farm auto** described in the policy and for which a premium is shown for the coverages listed.
  - b. A **trailer** owned by **you** for which a premium is shown for the coverages listed.
  - c. A **vehicle** or **farm auto you** acquire during the policy period if:
    - i) it replaces an **owned auto** described in the policy; or
    - ii) we insure all **vehicles** owned by **you** on the date of acquisition, and **you** ask us to add it to the policy no more than 30 days later. When coverage currently on the policy is shown as a stated amount, the limit of coverage for the newly acquired **vehicle** will be its **actual cash value**. This applies to the following coverages:
      - (a) Comprehensive; and
      - (b) Collision.

Also, the definition of **insured** is replaced entirely by the following:

2. "**Insured**" means:
  - a. regarding the **owned auto**:
    - i) **you**;
    - ii) a person or organization maintaining, using or having custody of the auto with **your** permission. The use must be within the scope of that permission.

The other policy definitions as stated in Section III of the policy apply.

## ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

This Section is replaced entirely by the following:

We will pay general average and salvage charges for which **you** become legally liable when the **owned auto** is being transported.

## EXCLUSIONS

Section III, Exclusion 9. is changed to:

9. We do not cover **trailers** when used for business or commercial purposes.

The following additional exclusions apply:

- a. **Non-owned autos** are not covered.
- b. Wearing apparel and personal effects are not covered.
- c. The **owned auto** is not covered:
  - i) if used for an illegal trade or transportation; or
  - ii) if it is confiscated by a legitimate government or civil authority.
- d. Unless specifically declared and described on the policy, the **owned auto** is not covered if it becomes subject to:
  - i) a bailment lease;
  - ii) a conditional sale;
  - iii) a purchase agreement; or
  - iv) a mortgage or other encumbrance.

## LIMIT OF LIABILITY

Limit of Liability number 3. is removed entirely. Personal effects are not covered.

**SECTION V**

Condition 2, PREMIUM, is replaced by the following:

When **you** dispose of, acquire ownership of, or replace an **owned auto**, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

THE COMPANY affirms this amendment.



W. C. E. Robinson  
Secretary



O. M. Nicely  
President

