



HIRED AND NON-OWNED AUTO LIABILITY ENDORSEMENT - ALASKA

In consideration of the premium, the policy is amended as follows:

I. Section I of the General Liability Coverage Part, Insuring Agreements, is amended by adding the following:

D. Hired Auto and Non-Owned Auto Liability Coverage

We will pay on behalf of an **insured**, **damages** up to the applicable Limit of Liability as a result of a **claim** for **bodily injury** or **property damage** caused by an **occurrence** arising out of a covered **non-owned auto** or **hired auto** provided that:

- (i) the **bodily injury** or **property damage** occurs during the **policy period**; and
- (ii) prior to the effective date of the **policy period** no **insured** knew the **bodily injury** or **property damage** had occurred in whole or in part.

In the event any **insured** knew, prior to the **policy period**, that any **bodily injury** or **property damage** caused by the same **occurrence** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**. An **insured** will be deemed to know that such **bodily injury** or **property damage** occurred at the earliest time when any **insured**:

1. reports all, or any part, of such **bodily injury** or **property damage** to us or to any other insurer;
2. becomes aware by any other means that such **bodily injury** or **property damage** has occurred or has begun to occur; or
3. knew or should have known of a **claim** or **occurrence** that may give rise to a **claim**.

We will pay **defense costs** in connection with a covered **claim**. Such **defense costs** are in addition to the applicable Limit of Liability.

II. Solely with respect to coverage afforded by this endorsement, Section II of the GL Coverage Part, Coverage Part Definitions is amended as follows:

A. The following definitions are added:

Hired auto means **autos** the **named insured** leases, hires, rents or borrows which are used in connection with the **named insured's** business. **Hired auto** does not include:

- (i) any **auto** the **named insured** leases, hires, rents or borrows from any of the **named insured's employees**, partners (if the **named insured** is a partnership), members (if the **named insured** is a limited liability company), **executive officers** or any other **insured** or members of such **insureds'** households or;
- (ii) any **auto** the **named insured** leases, hires or rents under a lease or rental agreement for a period of one hundred and eighty (180) days or more.

Non-owned auto means **autos** the **named insured** does not own, lease, hire, rent or borrow that are being used in the course and scope of the **named insured's** business at the time of the **occurrence**; including such **autos** owned by the **named insured's employees**, partners, members, **executive officers** or any other **insured**, or members of such **insureds'** households.

B. The definition of **insured contract** is amended by adding the following:



Insured contract also means that part of any contract or agreement entered into as part of the **named insured's** business pertaining to the rental or lease by the **named insured**, or any **employees** of the **named insured**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates the **insured entity** or any of the **named insured's employees** to pay for **property damage** to any **auto** rented or leased by the **named insured** or any of the **named insured's employees**.

C. The definition of **insured** is deleted and replaced with the following:

Insured means:

- (i) the **named insured** for any covered **auto**.
- (ii) any natural person while using with the **named insured's** permission a covered **auto** while performing duties related to the conduct of the **named insured's** business, excluding:
 - (a) the owner or anyone else from whom the **named insured** hires or borrows a covered **auto**;
 - (b) an **employee** of the **named insured** if the covered **auto** is owned by that **employee** or a member of his or her household;
 - (c) someone else 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 the **named insured's**;
 - (d) anyone other than **employees**, partners, or members of the **named insured**, or a lessee or borrower of any of the **named insured's employees** while moving property to or from a covered **auto**;
 - (e) a partner (if the **named insured** is a partnership), or a member (if the **named insured** is a limited liability company) for a covered **auto** owned by him/her/them or a member of his/her/their household.
- (iii) anyone liable for the conduct of an **insured** designated above, but only to the extent of that liability.

Except as described in paragraphs (i), (ii) and (iii) above, no other person or entity is an **insured** for liability resulting from use of a **non-owned auto** or **hired auto** whether or not that person or organization is an **insured** for any other **bodily injury** or **property damage** covered by this policy.

No additional **insured** added by endorsement attached to this policy on or after its inception is an **insured** for liability resulting from use of a **non-owned auto** or **hired auto**, unless the endorsement specifically states that it applies to such liability.

III. Solely with respect to the coverage afforded by this endorsement, Section III of the GL Coverage Part, Coverage Part Exclusions, paragraph B, Exclusions Applicable Only to Bodily Injury and Property Damage Liability Coverage, is amended as follows:

A. The AIRCRAFT, HELIPAD, AUTO OR WATERCRAFT Exclusion is amended by adding the following:

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of a **non-owned auto** or **hired auto** but only to the extent coverage is afforded by the coverage extension herein.

B. The following exclusions are deleted and replaced with the following:

CONTRACTUAL LIABILITY



for which actual or alleged liability has been assumed under any contract or agreement. Provided, this exclusion does not apply to liability for **damages**:

- (i) 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 **insured contract**; or
- (ii) that the **insured** would have in the absence of the contract or agreement;

DAMAGE TO PROPERTY THE INSURED OWNS OR THAT IS IN ITS CARE, CUSTODY OR CONTROL

actual or alleged liability for **property damage** to property owned or transported by the **insured**, or in the **insured's** care, custody or control; provided this exclusion does not apply to liability assumed under a sidetrack agreement;

C. The following Exclusions are added:

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

FELLOW EMPLOYEE

for **bodily injury** to any fellow **employee** (or the domestic partner, spouse, child, parent, or sibling of the fellow **employee**) arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of the **named insured's** business;

RACING

based on, or arising out of, of any **autos** while used in any actual or alleged professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity.

PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES

based on, or arising out of, any covered **auto** while actually or allegedly being used:

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

IV. Solely with respect to the coverage afforded by this endorsement, the following is added to Section IV. of the General Terms and Conditions, Exclusions Applicable to All Coverage Parts, Pollution Exclusion:

POLLUTION

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

- (i) that are, or that are contained in any property that is:
 - (a) being transported or towed by, handled or handled for movement into, onto or from the covered **auto**;
 - (b) otherwise in the course of transit by or on behalf of the **insured**; or



- (c) being stored, disposed of, treated or processed in or upon the covered **auto**;
- (ii) 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
- (iii) 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 (i) 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:

- (a) 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
- (b) the **bodily injury** or **property damage** does not arise out of the operation of any equipment listed in Paragraphs (vi)(a) and (vi)(b) of the definition of **mobile equipment**.

Paragraphs (ii) and (iii) 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.

V. Section V of the GL Coverage Part, Specific Coverage Part Limits Of Liability, Related Claims and Retentions is amended as follows:

A. The following section is added after Paragraph G:

Hired Auto and Non-Owned Auto Liability Coverage Limit

Subject to the Hired Auto and Non-Owned Auto Liability Aggregate Limit below, the each **occurrence** limit set forth in the Declarations is the most we will pay for **bodily injury** and **property damage** for a covered **claim** arising of a **non-owned auto** or **hired auto**. The Hired Auto and Non-Owned Auto each **occurrence** limit is separate from and in addition to the GL Bodily Injury and Property Damage Liability Limit.

The Hired Auto and Non-Owned Auto Liability Aggregate Limit set forth in the Declarations is the most we will pay for all **bodily injury** and **property damage** for all covered **claims** arising of a **non-owned auto** or **hired auto**. The Hired Auto and Non-Owned Auto Aggregate Limit is subject to, and erodes, the GL Liability Aggregate Limit.

To meet the financial responsibility requirements, the minimum Hired Auto and Non-Owned Auto each **occurrence** limit of liability for an Alaska account is not less than \$200,000.

VI. The first paragraph of Section XVI, Other Insurance or Risk Transfer Arrangements of the General Terms and Conditions is deleted and replaced with the following:

Any **claim** covered under any other insurance policy or risk transfer instrument, including, but not limited to, self-insured retentions, or other alternative arrangements, will be paid first by those instruments, policies or other arrangements. It is the intent of this policy to apply only to **damages** or **defense costs** as applicable that are in excess of the total limit of all retentions, limits of insurance, self-insured amounts or other valid and collectible insurance or risk transfer arrangements, whether primary, contributory, excess, contingent, or otherwise. In no



event will we pay more than our Limit of Liability. These provisions do not apply to other insurance policies or risk transfer arrangements written as specific excess insurance of this policy's Limits of Liability.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.