



Rental Vehicle Declarations

This insurance is provided by: Empire Fire and Marine Insurance Company (A stock insurance company)
 13810 FNB Parkway
 Omaha, NE 68154
 1-800-382-2150

Policy Number: _____ **Renewal of:** _____

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

Item 1.

Insured Name and Address:

Outdoorsy, Inc
 1475 Folsom
 2nd Floor
 San Francisco, CA 94103
 415-930-4841

Agency Name and Address:

Additional Insureds:

Outdoorsy & Wheelbase Vehicle Owners
 Outdoorsy & Wheelbase Renters

Agency Code:

Policy Period: From: March 1, 2018 To: Feb 28, 2019 12:01 A.M. local time at the insured's address shown above.

Form of Business: Individual Corporation Partnership Joint Venture LLC Other _____

Item 2.

SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a symbol is shown in the Covered Auto column below and a corresponding premium reference is made in the Premiums column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Rental Auto Coverage Form next to the name of the coverage.**

	Covered	Limits of Insurance	Estimated Annual Premiums
Liability Coverages \$1M for Owners FR for Renters with option for \$1M via SLI	Outdoorsy Approved Vehicles		
Bodily Injury		each person \$1M (USD) each accident \$1M (USD)	

Added Personal Injury Protection (or equivalent No-
Fault Coverage)

Auto Medical Payments

Uninsured Motorists

Underinsured Motorists (When not included in Uninsured
Motorists Coverage)

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Endorsements Effective at Inception: See Schedule of Forms and Endorsements

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Date Issued:

Rental 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. 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. 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 Motorist Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item 2. of the Declarations for which a premium charge is shown.
8	Hired "Autos" Only	Only those "autos" you lease or hire for use for Short-Term rental to others. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners 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" or partners 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 Other Than Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

Any "auto" you acquire to replace a covered "auto" or that is an additional "auto" will be covered only if:

1. You add the "auto" to the schedule of covered "autos" and report the "auto" to us within five (5) days of taking possession of the "auto"; and
2. You do not rent the "auto" before reporting it to us.

C. CERTAIN TRAILERS AND MOBILE EQUIPMENT

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

1. "Trailers" with a load capacity of 2,000 pounds or less designated primarily for travel on public roads; and
2. "Tow dollies" while being towed by a covered "auto" by you or your "employee".

SECTION II – 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 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. Your "employee", but only while acting within the scope of his or her duties; and
- c. Anyone else while using with your permission a covered "auto" you own, except as set forth in Section II A.2. below.

2. WHO IS NOT AN INSURED

The following are not "insureds":

- a. The "rentee" or any driver designated in a "rental agreement", except and only to the extent provided by Section II A.3., "Contingent Insurance for Rentees";
- b. The owner or anyone else from whom you hire or borrow a covered "auto". This does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
- c. Your "employee" if that "employee" or a member of his or her household owns the covered "auto";
- d. Someone using a covered "auto" while he or she is working in a business selling, moving, transporting, servicing, repairing or parking "autos" unless that business is yours;
- e. 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";
- f. 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; and

g. Anyone using a covered "auto" you own, hire or borrow without your permission.

3. CONTINGENT INSURANCE FOR RENTEES

This policy does not insure the "rentee" or any driver designated in a "rental agreement" if there is any other applicable automobile liability insurance or "self insurance", whether primary, excess or contingent, with limits of liability or retained limits at least equal to the limits provided by this policy. If the "rentee" and any driver designated in a "rental agreement" are not insured by any other applicable automobile liability insurance or "self insurance", whether primary, excess, or contingent, or if the limits of such insurance or retained limits are less than the limits provided by this coverage form, then:

- a. Such person becomes an "insured" under this coverage form only for the amount by which the limits provided by this coverage form exceed the limits of all other insurance or "self insurance", whether primary, excess, or contingent; and
- b. All other insurance or "self insurance", whether primary, excess, or contingent, shall be primary, and any insurance provided by this coverage form shall be excess over all other such insurance.

4. COVERAGE EXTENSIONS

a. Supplementary Payments:

We will pay for the "insured":

- (1) All expenses we incur;
- (2) Up to \$2,000 for the cost of bail bonds, including bonds for related traffic law violations, required because of an "accident" we cover. We 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 the 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; and
- (7) All expenses incurred by an "insured" for first aid to others at the time of an "accident".

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions:

While a covered "auto" is used or operated in any other state or Canadian province we will provide at least the minimum amount and kind of coverage which is required in such cases under the laws of such jurisdiction, except:

- (1) This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property; and
- (2) We will not pay anyone more than once for the same elements of "loss" because of these extensions.

B. EXCLUSIONS

The 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 an "insured."

2. CONTRACTUAL

Liability assumed under any contract or agreement. This exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided 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 transported by the "insured" or in the "insured's" care, custody or control. This exclusion does not apply to liability assumed under a sidetrack agreement.

7. RENTAL AGREEMENT

The "rentee" or any driver while a covered "auto" is used or operated in violation of the terms and conditions of the "rental agreement" under which the covered "auto" is rented.

8. RENT-IT-HERE/LEAVE-IT-THERE AUTOS

The owner or "rentee" of "rent-it-here/leave-it-there autos" not owned by you.

9. 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.

10. MAINTENANCE OR REPAIRS

"Bodily injury" or "property damage" resulting from maintenance or repairs performed by:

- a. You;
- b. Any business under your control which provides "auto" related services; or
- c. Anyone else

For which you have other liability coverage.

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. 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

- 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 the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.
 - a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Declarations for each person. This includes all damages claimed by any one person or organization for care, loss of services or death resulting from the "bodily injury". Any claims for loss of consortium or injury to the relationship shall be included in this limit.

- b. Subject to the limit for each person, the most we will pay for all damage resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Declarations for each "accident".
 - c. The most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" Liability shown in the Declarations.
2. 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".
 3. 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.
 4. Our Limit of Insurance shall be applied for the benefit of those entitled to protection in the following order:
 - a. The first Named "Insured";
 - b. Executive officers, directors, stockholders, partners or "employees" of the first Named "Insured";
 - c. Additional "insureds" named by endorsement; and
 - d. Other "insureds".

SECTION III – PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its permanently installed business 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. 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.

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

3. 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 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 Coverage 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 \$20 per day, to a maximum of \$600.

4. Physical Damage Coverage provides primary insurance for a covered "auto" while used by you or your "employee" while acting within the scope of his or her duties.

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 contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. This exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Business equipment or business property that is not permanently attached to a covered "auto".
- c. Personal property unless specifically described by endorsement added to this coverage form.
- d. "Loss" due to conversion, embezzlement, secretion, trick, scheme or abandonment.

4. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdowns; or

- 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".

- 5. 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 "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - c. The stated amount of Physical Damage Coverage as shown in the Declarations or on an endorsement attached to this coverage form, as applying the covered "auto" involved in "loss".
- 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.

E. INSPECTION FOR PHYSICAL DAMAGE COVERAGE

We have the right to inspect any "auto", including a nonowned "auto", insured or intended to be insured under this coverage form before Physical Damage Coverage shall be effective.

F. AUTO REPAIRS UNDER PHYSICAL DAMAGE COVERAGE

We will not condition payment of a physical damage "loss" upon the repair of the "auto". We may not recommend, unless you request us to, or require that repairs be made by a particular repair shop or concern. We will be entitled to an inspection of the "auto", whether or not the "auto" is repaired.

G. RECOVERY OF STOLEN OR ABANDONED AUTOS

If a private passenger "auto" insured under this coverage form for Physical Damage Coverage is stolen or abandoned, we or our authorized representative will, when notified of the location of the "auto", have the right to take custody of the "auto" for safekeeping.

SECTION IV – RENTAL AUTO CONDITIONS

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If we and you do not agree 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 an 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

- a. In the event of "accident", claim, "suit" or "loss", you or someone on your behalf must give us or our authorized representative prompt notice of the "accident" or "loss". Such notice must 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 other drivers, injured persons and witnesses.

Written notice by or on behalf of the injured person or any other claimant to our authorized representative will be deemed notice to us.

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 copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit";

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit";

(4) Authorize us to obtain medical records or other pertinent information;

(5) Allow us to take written or recorded statements, including statements under oath; and

(6) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

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

(1) Immediately 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. 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) Submit to us a sworn proof of "loss" within 91 days after "loss" and agree to examination under oath at our request as often as we reasonably require and give us a signed statement of your answers; and

(5) Convey title to and possession of the damaged, destroyed, or stolen property to us if our payment is based on the total "loss" or constructive total "loss" or the property. A constructive total "loss" occurs when the cost of the repairs, plus the salvage value, exceeds the actual cash value or stated amount of physical damage coverage, whichever is less, of the damaged property after the "loss".

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 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 or damaged property at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Pay you the actual cash value of a covered "auto", up to the stated amount of Physical Damage Coverage less any deductible and be entitled to take the salvage or possession of the damaged property for salvage.

If your "loss" exceeds the stated amount of Physical Damage Coverage less any deductible, we will prorate with you any net salvage recovery in the ratio that your "loss" bears to the total "loss".

For any covered "loss" we will contribute to towing, storage or other emergency charges or expense in such proportion as the amount of insurance applicable bears to the total value of the damaged or destroyed "auto".

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 obligation under this coverage form.

2. CANCELLATION

In addition to the Cancellation Provision contained in the Common Policy Conditions, you agree that if we have made government regulatory filings or there is a loss payee or an additional "insured", the effective date of cancellation shall not be earlier than that date required to terminate such governmental filings or comply with notice requirements to the loss payee or additional "insured".

3. 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 conceal or misrepresent 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.

4. 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.

5. 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.

6. OTHER INSURANCE

For any covered "auto" you own, this coverage form provides:

- a. Primary insurance for a covered "auto" while used by you or your "employee" while acting within the scope of his or her duties, or anyone else while using a covered "auto" with your permission, except a "rentee" or other driver designated in a "rental agreement".
- b. Contingent liability insurance for a "rentee" or other driver designated in a "rental agreement", but only if such "rentee" or other designated driver:
 - (1) Has no other available insurance or "self insurance", whether primary, excess or contingent, then he or she is an "insured" but only up to the limits provided by this coverage form; or
 - (2) Has other available insurance less than the limits provided by this coverage form, then he or she is an excess insured only for the amount by which the limits provided by this coverage form exceed the limits of his or her other insurance, or retained limit.
- c. Excess insurance if the covered "auto" is a "trailer" connected to another vehicle.
- d. Primary coverage for liability assumed under an "insured contract". If other applicable insurance or "self insurance" applies to liability assumed under an "insured contract", we are excess.

7. PREMIUM AUDIT

- a. The estimated premium for this coverage form is based on the exposures you told us you 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. If the estimated total premium exceeds the final premium due, the first Named "Insured" will get a refund.
- b. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy and may not be waived.
- c. Except as provided in paragraph a. above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

8. POLICY PERIOD AND 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; and
- (4) Canada.

The coverage territory does not include Mexico.

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

9. 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.

10. ABANDONMENT

You may not abandon any covered "auto" or damaged property to us.

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 Paragraphs 6.b. or 6.c. of the definition of "mobileequipment".

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"

1. An "Insured Contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad; or

- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality.
2. An "insured contract" does not include that part of any contract or agreement:
- a. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", whether the "auto" is loaned, leased or rented with a driver or not;
 - b. 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; or
 - c. Under which the "insured" assumes liability for injury or damage caused by the dumping, discharge, dispersal, release, seepage or escape of:
 - (1) Irritants, "pollutants" or contaminants that are, or that are contained in any property that is:
 - (a) Being moved from the place where such property or "pollutants" are accepted by the "insured" for movement into or onto the covered "auto";
 - (b) Being transported or towed by the covered "auto";
 - (c) Being moved from the covered "auto" to the place where such property or "pollutants" are finally delivered, disposed of or abandoned by the "insured";
 - (d) Otherwise in the course of transit; or
 - (e) Being stored, disposed of, treated or processed in or upon the covered "auto" other than 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.
 - (2) Irritants, "pollutants" or contaminants not described in a. above unless:
 - (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 the covered "auto"; and
 - (b) The discharge, dispersal, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- 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 "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 paragraphs 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 paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. 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, or carcinogen 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. "Rental agreement" means the written rental contract by which the "rentee" rents or leases the "rental vehicle" from the Named "Insured".
- O. "Rental vehicle" means the covered "auto" rented or leased by the "rentee" from the Named "Insured" and described in the "rental agreement".
- P. "Rentee" means the person or organization named in the "rental agreement" who rents or leases an "auto" from the Named "Insured".
- Q. "Rent-it-here/leave-it-there autos" means an "auto" a "rentee" rents from someone other than you and leaves with you.
- R. "Self insurance" means any plan of risk retention in which a program or procedure has been established other than insurance to meet the adverse result of a "loss".
- S. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "covered pollution cost or expense" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
- T. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- U. "Tow dolly" means a vehicle towed by a motor vehicle and designed and used exclusively to transport another motor vehicle and upon which the front or rear wheels of the towed motor vehicle are mounted, while the other wheels of the towed motor vehicle remain in contact with the ground. "Tow dolly" does not include a portable or collapsible dolly.
- V. "Trailer" includes semitrailer.