



INDEPENDENT INSURANCE AGENTS OF  
**NEBRASKA**



# Vital Endorsements In Personal Lines

Presented by:

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I. Vital Homeowner Endorsements

A. Business and the ISO HO

1. "Business" definition

a. It is a two-part definition

b. If EITHER part applies, "business" exists

**DEFINITIONS**

**3. "Business" means:**

- a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;
- b.** The leasing of the mineral rights of an "insured location";
- c.** "Home-sharing host activities"; or
- d.** Any other activity engaged in for money or other compensation, except the following:
  - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$5,000 in total compensation for the 12 months before the beginning of the policy period;
  - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
  - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
  - (4)** The rendering of home day care services to a relative of an "insured".

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## 2. Section I – Property Coverages and “business”

### a. Coverage B – Other Structures

#### **B. Coverage B – Other Structures**

##### 2. We do not cover:

- a. Land, including land on which the other structures are located;
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c. Other structures from which any "business" is conducted; or
- d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

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### b. Coverage C – Personal Property

#### **C. Coverage C – Personal Property**

##### 1. Covered Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

##### 3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

- h. \$3,000 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$1,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
  - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
  - (2) In or upon a "motor vehicle".

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B. Endorsements To Address Some “Business” Issues in the ISO HO

1. HO 04 40 Structures Rented To Others

- a. Structure must be scheduled
- b. Structure must be on the “residence premises”
- c. Useful for structures rented to those who are not a tenant of the dwelling
- d. Structure Must Be Used As A Private Residence***
- e. Limit of Liability must be declared
- f. This endorsement affects both property and liability coverages



POLICY NUMBER:

HOMEOWNERS  
HO 04 40 03 22

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

## **STRUCTURES RENTED TO OTHERS – RESIDENCE PREMISES**

### **SCHEDULE**

**Description Of Structures And Limit Of Liability:**

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

#### **DEFINITIONS**

Definition **10.**, which defines an "insured location", is extended to include the structures shown in the Schedule above.

#### **SECTION I – PROPERTY COVERAGES**

We cover the structures described in the Schedule above which are:

1. On the "residence premises";
2. Rented or held for rental to any person not a tenant of the dwelling; and
3. Used as a private residence.

We insure for direct physical loss to these structures caused by a Peril Insured Against for the Limit Of Liability shown in the Schedule that applies to the structure sustaining the loss.

#### **SECTION II – EXCLUSIONS**

##### **E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others**

##### **2. Business**

This exclusion does not apply to the structures shown in the Schedule.

All other provisions of this Policy apply.

HO 04 40 03 22

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2. HO 04 42 Permitted Incidental Occupancies – Residence Premises
  - a. Description of business is required
  - b. Must be the business of a you
  - c. Location of business must be indicated
  - d. This endorsement affects both property and liability coverages
  - e. Other structures described in the endorsement and used in the described business are insured up to the limit indicated in the endorsement and those structures are not subject to the Coverage B – Other Structures exclusion for other structures used in “business” or to store “business” property
  - f. Personal property used in the described “business” would not be subject to the Coverage C – Personal Property limitation for personal property used in the described “business”

Make a note – This endorsement DOES NOT BROADEN OR ENHANCE COVERAGES FOUND IN THE HO AS TO PROPERTY OR LIABILITY



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

## **PERMITTED INCIDENTAL OCCUPANCIES – RESIDENCE PREMISES**

### **SCHEDULE**

We cover your "business" described in this Schedule, conducted at or from the "residence premises", subject to the provisions of this endorsement.

**Description Of Business:**

**Business Location** (Check **1.** and/or **2.** that follows):

**1.** In the dwelling building or unit in which the "insured" resides and shown as the "residence premises"

**2.** In an other structure on or at the location of the "residence premises"  
(Enter the Limit of Liability and Description of Other Structure(s) below.)

<b>Limit Of Liability</b>	<b>Description Of Other Structure(s)</b>
SAMPLE	

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

#### **SECTION I – PROPERTY COVERAGES**

- Coverage B – Other Structures** (or coverage for other structures under Form **HO 00 06**) does not apply to the other structure described in the Schedule above.

We cover the other structure described in the Schedule for direct physical loss by a Peril Insured Against for not more than the limit shown in the Schedule.

- Coverage C – Personal Property**, Special Limit of Liability **3.h.** is replaced by the following:
  - \$3,000 on property, on the "residence premises", used primarily for "business" purposes, other than furnishings, supplies and equipment of the "business" described in the Schedule.
 The Coverage **C** limit of liability applies to property of the "business" described in the Schedule.

#### **SECTION II – EXCLUSIONS**

- Exclusion **E.2.** "Business" does not apply to the necessary or incidental use of the "residence premises" to conduct the "business" described in the Schedule.
- Coverage **E – Personal Liability** and Coverage **F – Medical Payments To Others** do not apply to "bodily injury" to any "employee" arising out of the "business" described in the Schedule.

All other provisions of this Policy apply.

3. HO 04 12 Increased Limits On Business Property
  - a. The Special Limit of Liability for “business” property on the “residence premises” can be increased from \$3,000 to a maximum of \$10,000
  - b. “Business” property away from the “residence premises” is increased to 50% of the chosen limit
  - c. No coverage provided for “business” property for a business actually conducted on the “residence premises”
  - d. No coverage for “business” property in storage or property held as a sample or for sale or for delivery after a sale



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

**INCREASED LIMITS ON BUSINESS PROPERTY**

**SCHEDULE**

Increase In Limit Of Liability	Total Limit Of Liability
\$	\$
\$	\$
\$	\$

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

**SECTION I – PROPERTY COVERAGES**

**COVERAGE C – PERSONAL PROPERTY**

**3. Special Limits Of Liability**

**a.** The Special Limit Of Liability in Category **3.h.** that applies to "business" property on the "residence premises" is increased by the Increase In Limit Of Liability shown in the Schedule above.

This Increase In Limit Of Liability does not apply to "business" property:

**(1)** In storage or held:

**(a)** As a sample; or

**(b)** For sale or delivery after sale; or

**(2)** That pertains to a "business" actually conducted on the "residence premises".

**b.** The Special Limit Of Liability in Category **3.i.** that applies to "business" property away from the "residence premises" is increased to an amount that is 50 percent of the Total Limit Of Liability shown in the Schedule.

This endorsement does not increase the limit of liability for Coverage **C.**

All other provisions of this Policy apply.

C. Endorsements To Address Coverage B - Other Structures  
Valuation Issues in the ISO HO

1. HO 04 48 Other Structures On The Residence Premises – Increased Limits
  - a. Structure must be on the “residence premises”
  - b. Structure and additional limit of liability must be indicated in the endorsement
  - c. The limit shown is in addition to the Coverage B limit and each additional limit applies only to that described structure





2. HO 04 91 Coverage B - Other Structures Away From The Residence Premises – Actual Cash Value Loss Settlement
  - a. Structures must be owned by you
  - b. Structures must be used by you in connection with the “residence premises”
  - c. Structures does not need to be scheduled
  - d. Structures cannot be used as or be capable to be used as a dwelling, used for “business” including storing of “business” property or rented or held for rental to anyone not a tenant of the dwelling
  - e. Loss settlement is ACV

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

**COVERAGE B – OTHER STRUCTURES  
AWAY FROM THE RESIDENCE PREMISES – ACTUAL  
CASH VALUE LOSS SETTLEMENT**

**SECTION I – PROPERTY COVERAGES**

**B. Coverage B – Other Structures**

The following is added to Paragraph 1.:

We also cover other structures which are owned by you and located away from the "residence premises", if used by you in connection with the "residence premises".

If the Broadened Home-sharing Host Activities Coverage Endorsement is not made a part of this Policy, the following is added to Paragraph 2.:

- e. With respect to other structures away from the "residence premises", other structures:
  - (1) Being used as a dwelling;
  - (2) Capable of being used as a dwelling;
  - (3) From which any "business" is conducted;
  - (4) Used to store "business" property; or
  - (5) Rented or held for rental to any person not a tenant of the dwelling.

If the Broadened Home-sharing Host Activities Coverage Endorsement is made a part of this Policy, the following is added to Paragraph 2.:

- e. With respect to other structures away from the "residence premises", other structures:
  - (1) Being used as a dwelling;
  - (2) Capable of being used as a dwelling;
  - (3) From which any "business" is conducted, except structures used primarily for "home-sharing host activities";
  - (4) Used to store "business" property; or
  - (5) Rented or held for rental to any person other than a:
    - (a) "Home-sharing occupant"; or
    - (b) Tenant of the dwelling.

Paragraph 3. is replaced by the following:

- 3. The limit of liability for other structures on or away from the "residence premises" will not be more than 10% of the limit of liability that applies to Coverage A. Use of this limit does not reduce the Coverage A limit of liability.

**SECTION I – CONDITIONS**

**D. Loss Settlement**

With respect to structures covered under this endorsement, Condition **D. Loss Settlement** is replaced by the following:

**D. Loss Settlement**

Covered losses will be settled at actual cash value at the time of loss, but not more than the amount required to repair or replace.

All other provisions of this Policy apply.

D. Coverage C – Personal Property Concerns In The ISO HO

1. Personal property used primarily for “business”
  - a. HO 04 42 Permitted Incidental Occupancies – Residence Premises – (previously discussed)
  - b. HO 04 12 Increased Limits On Business Property (previously discussed)
2. Landlord furnishings as Property Not Covered

<p><b>C. Coverage C – Personal Property</b></p> <p><b>4. Property Not Covered</b></p> <p>We do not cover:</p> <p><b>g. Property in:</b></p> <p><b>(1)</b> A space while rented or primarily held for rental to a "home-sharing occupant"; or</p> <p><b>(2)</b> Subject to Paragraph <b>g.(1)</b>, an apartment regularly rented or held for rental to others by an "insured", except as provided in <b>E.9. Landlord's Furnishings</b> under Section <b>I – Property Coverages</b>;</p> <p><b>HO 00 03 03 22 Page 6 of 27</b></p>
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- a. Additional Coverage E.9. provides \$3,000 in coverage for appliances, carpeting and other household furnishings, but does not include the peril of theft
3. HO 05 46 Landlord’s Furnishings
  - a. Description of rented units, amount of increase in limit and amount of total limit must be indicated in the endorsement
  - b. Theft continues to be excluded

POLICY NUMBER:

HOMEOWNERS  
HO 05 46 03 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SUPPLEMENTAL LANDLORD'S FURNISHINGS COVERAGE

### SCHEDULE

Description Of Rented Unit	Increase In Limit Of Liability	Total Limit Of Liability
1.	\$	\$
2.	\$	\$
3.	\$	\$

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

Additional Coverage **E.9.** Landlord's Furnishings under Section **I** – Property Coverages is extended:

1. As indicated in the Schedule above; and
2. Subject to the Coverage **C** limit that applies at the time of loss.

All other provisions of this Policy apply.

- E. Business and the ISO HO Section II – Liability Coverages – Coverage E – Personal Liability and Coverage F – Medical Payments To Others
  - 1. Remember the definition of “business”
  - 2. Section II – Liability “business” exclusion
  - 3. The HO 04 42 Permitted Incidental Occupancies – Residence Premises can be used for some exposures
  - 4. HO 04 42 does not broaden coverage – Professional Liability, Personal Injury and many other “business” exposures remain uninsured
  - 5. A commercial liability form is likely a better option

**SECTION II – EXCLUSIONS**

**E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others**

Coverages E and F do not apply to the following:

**2. Business**

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business".

- b. With respect to other than "home-sharing host activities", this Exclusion E.2. does not apply to:

- (1) The rental or holding for rental of an "insured location";
  - (a) On an occasional basis if used only as a residence;
  - (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

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- F. Additional Section II – Liability Exclusions Of Note
1. “Motor Vehicle Liability”
    - a. Very broad exclusion with several exceptions
    - b. Most effective approach is a coverage form specific to the item’s exposure
  2. “Watercraft Liability”
    - a. Very broad exclusion with several exceptions
    - b. Most effective approach is a coverage form specific to the item’s exposure
  3. “Aircraft Liability”
    - a. Very broad exclusion with no exceptions
    - b. Most effective approach is a coverage form specific to the item’s exposure
  4. “Hovercraft Liability”
    - a. Very broad exclusion with no exceptions
    - b. Most effective approach is a coverage form specific to the item’s exposure

5. “Insured’s” Premises Not An “Insured Location”

**SECTION II – EXCLUSIONS**

**E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others**

Coverages **E** and **F** do not apply to the following:

**4. Insured's Premises Not An Insured Location**

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
- b. Rented to an "insured"; or
- c. Rented to others by an "insured";  
that is not an "insured location"

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**DEFINITIONS**

**10.** "Insured location" means:

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and
  - (1) Which is shown in the Declarations; or
  - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in **a.** and **b.** above;
- d. Any part of a premises:
  - (1) Not owned by an "insured"; and
  - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

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a. HO 24 02 Other Insured Location(s)

- This is a new endorsement (03 22) that adds the opportunity for an additional “insured location”
- It adds land owned by or rented to an “insured” at the described premises as an “insured location”

POLICY NUMBER:

HOMEOWNERS  
HO 24 02 03 22

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

## **OTHER INSURED LOCATION(S)**

### **SCHEDULE**

**Location(s) – (Address Or Description):**

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

#### **DEFINITIONS**

The following paragraph is added to Definition **10.**, which defines an "insured location":

- i. Land owned by or rented to an "insured" at the location described in the Schedule above.

(This is Paragraph **B.9.e.** in Form **HO 00 14.**)

#### **SECTION II – CONDITIONS**

The following provision is added:

##### **Other Insured Locations Verification Requirements**

We must be provided, when we ask, with information concerning the number and type of buildings and structures, if any, at the location described in the schedule above.

All other provisions of this Policy apply.

- b. Another option would be to place an HO coverage form for exposure at the location
  - An HO 02, HO 03, HO 06, or HO 08 for owned dwelling/condo
  - An HO 04 for rented dwellings/apartment/condo

6. “Property Damage”

<p><b>SECTION II – EXCLUSIONS</b></p> <p><b>E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others</b></p> <p>2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";</p> <p>3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;</p> <p><b>HO 00 03 03 22 Page 23 of 27</b></p>
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- a. This risk is addressed with properly written property coverage forms

G. HO Endorsements

- 1. In addition to those already mentioned, consider these options for each client
  - a. HO 04 90 Personal Property Replacement Cost Loss Settlement
  - b. HO 04 35 Supplemental Loss Assessment Coverage



c. HO 04 43 Replacement Cost Loss Settlement for Certain Nonbuilding Structures on the Premises

- Coverage B only affords replacement cost coverage to other structures that are buildings
- This endorsement will allow certain Coverage B items which are not buildings to receive replacement cost loss settlement
- This endorsement requires that many of these structures be made of particular materials
- The most current version of this endorsement (03 22) can be a tool that differentiates you from you competition

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## REPLACEMENT COST LOSS SETTLEMENT FOR CERTAIN NON-BUILDING STRUCTURES ON THE RESIDENCE PREMISES

### SECTION I – CONDITIONS

With respect to structures that are covered by this endorsement, **Section I – Conditions, D. Loss Settlement** is replaced by the following:

#### D. Loss Settlement

1. Covered losses to the following structures located on the "residence premises" are subject to the replacement cost loss settlement conditions described in **2.** below:
  - a. Reinforced masonry walls;
  - b. Metal or fiberglass fences;
  - c. Fences made of plastic/resin materials such as polyvinylchloride;
  - d. Patios, walks (not made of wood or wood products);
  - e. Driveways;
  - f. Inground or semi-inground:
    - (1) Swimming pools;
    - (2) Therapeutic baths; or
    - (3) Hot tubs;with walls and floors made of reinforced masonry, cement, metal or fiberglass. However, this does not include their accessories or equipment; or
  - g. Permanent built-in outdoor kitchens or cooking facilities.
2. The terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **E.10.** Ordinance Or Law under Section **I – Property Coverages.**
  - a. We will pay the cost to repair or replace a structure described in **1.** above, after application of any deductible and without deduction for depreciation. However, we will not pay more than the least of the following amounts:
    - (1) The limit of liability under the Policy that applies to Coverage **B,** or if the structure is specifically insured under this Policy, the amount for which that structure is insured;
    - (2) The replacement cost of that part of the structure damaged with material of like kind and quality and for like use; or
    - (3) The necessary amount actually spent to repair or replace the damaged structure.
  - b. When the repair or replacement cost for the entire loss under this endorsement is more than \$5,000, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
  - c. You may disregard Paragraphs **a.** and **b.** above and make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged structure.

All other provisions of this Policy apply.

- d. HO 04 77 Ordinance or Law Increased Amount of Coverage

Up to 10% of the Coverage A limit may be used for this exposure. Clients will routinely have exposure that exceeds this limit

**DEFINITIONS**

15. "Residence premises" means:

- a. The one-family dwelling where you reside;
- b. The two-, three- or four-family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside; and which is shown as the "residence premises" in the Declarations.

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- e. HO 04 95 Limited Water Back-Up and Sump Discharge or Overflow Coverage

- Coverage up to the limit indicated in the endorsement

- f. Broadened Residence Premises Definition Endorsement HO 06 49

- May be necessary if Residence Premises Definition Endorsement HO 06 48 has been added by the carrier



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

## **RESIDENCE PREMISES DEFINITION**

### **DEFINITIONS**

Definition **B.15.** is replaced by the following:

**15.** "Residence premises" means:

- a.** The one-family dwelling where you reside;
- b.** The two-, three- or four-family dwelling where you reside in at least one of the family units; or
- c.** That part of any other building where you reside;

on the inception date of the policy period shown in the Declarations and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

All other provisions of this Policy apply.

SAMPLE

POLICY NUMBER:

HOMEOWNERS  
HO 06 49 03 22

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

## **BROADENED RESIDENCE PREMISES DEFINITION**

### **SCHEDULE**

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

### **DEFINITIONS**

Definition **B.15.** is replaced by the following:

**15.** "Residence premises" means:

**a.** With respect to the period shown in the above Schedule:

- (1)** The one-family dwelling;
- (2)** The two-, three- or four-family dwelling; or
- (3)** That part of any other building; which is shown as the "residence premises" in the Declarations; and

**b.** With respect to any portion of the policy period not shown in the above Schedule:

- (1)** The one-family dwelling;
- (2)** The two-, three- or four-family dwelling; or
- (3)** That part of any other building, where you reside and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

(This is Definition **B.13.** in Form **HO 00 14.**)

All other provisions of this Policy apply.

- g. HO 04 60 Scheduled Personal Property Endorsement (With Agreed Value Loss Settlement)

Also available is the HO 04 61 for scheduled personal property, but loss settlement is the *lesser of* ACV, cost to repair or replace or the amount indicated in the schedule

- h. HO 04 98 Refrigerated Property Coverage
- i. HO 24 71 Designated Business Pursuits Liability Coverage
- j. HO 24 82 Personal Injury Coverage

Adds a list of “personal injury” offenses that are covered under Section II – Liability Coverages

II. Vital Personal Auto Endorsements

A. Definitions of “you”, “your” and “family member” in the PAP

**DEFINITIONS**

A. Throughout this policy, “you” and “your” refer to:

1. The “named insured” shown in the declarations; and
2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered “you” and “your” under this policy but only until the earlier of:

1. The end of 90 days following the spouse’s change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

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**DEFINITIONS**

F. “Family member” means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

**PP 00 01 09 18 Page 1 of 14**

B. Review of the Part A – Liability Coverage Insuring Agreement in the PAP

**PART A – LIABILITY COVERAGE  
INSURING AGREEMENT**

A. We will pay damages for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the “insured”. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this Policy.

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C. Definition of “insured” in Part A – Liability Coverage of the PAP

**PART A – LIABILITY COVERAGE**

**INSURING AGREEMENT**

B. "Insured" as used in this Part means:

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision **(B.4.)** applies only if the person or organization does not own or hire the auto or "trailer".

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D. Exclusions in Part A – Liability Coverage that can be challenging to our clients and endorsements we should consider

1. Public or livery conveyance exclusion A.5.

**PART A – LIABILITY COVERAGE**

**EXCLUSIONS**

A. We do not provide Liability Coverage for any "insured":

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion **(A.5.)** does not apply to:

- a. A share-the-expense car pool; or
- b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes.

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**DEFINITIONS**

L. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TRANSPORTATION NETWORK DRIVER COVERAGE (NO PASSENGER)

### SCHEDULE

Transportation Network Platform(s)			
1. Description Of Vehicle:			
2. Description Of Vehicle:			
3. Description Of Vehicle:			
Coverage is provided where a premium is shown for the coverage.			
Coverages	Premium		
	Vehicle 1	Vehicle 2	Vehicle 3
Liability	\$	\$	\$
Medical Payments	\$	\$	\$
Uninsured Motorists	\$	\$	\$
Collision	\$	\$	\$
Other Than Collision	\$	\$	\$
Underinsured Motorists	\$	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

The provisions of the Policy apply unless modified by this endorsement.

**I. Part A – Liability Coverage**

Exclusion **A.5.** is replaced by the following:

We do not provide Liability Coverage for any "insured":

- 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**A.5.**) does not apply to:

- a. A share-the-expense car pool;

- b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes; or
- c. The ownership or operation of a vehicle during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
  - (1) Such vehicle is described in the Schedule or in the Declarations; and
  - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

## II. Part B – Medical Payments Coverage

Exclusion 2. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (2.) does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" is being used for volunteer or charitable purposes; or
- c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
  - (1) Such vehicle is described in the Schedule or in the Declarations; and
  - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

## III. Part C – Uninsured Motorists Coverage

The Uninsured Motorists Coverage Exclusion for "bodily injury" sustained by any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance is replaced by the following:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion does not apply:

- a. To a share-the-expense car pool;

- b. While "your covered auto" is being used for volunteer or charitable purposes; or

- c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

## IV. Part D – Coverage For Damage To Your Auto

Exclusion 1. is replaced by the following:

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" or any "non-owned auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (1.) does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" or any "non-owned auto" is being used for volunteer or charitable purposes; or
- c. While such vehicle is being used during any period of time a person is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:
  - (1) Such vehicle is described in the Schedule or in the Declarations; and
  - (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.



**V. Underinsured Motorists Coverage Endorsement**

If the Underinsured Motorists Coverage endorsement is attached to the Policy, the Underinsured Motorists Coverage Exclusion for "bodily injury" sustained by any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance is replaced by the following:

We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion does not apply:

- a. To a share-the-expense car pool;

- b. While "your covered auto" is being used for volunteer or charitable purposes; or

- c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver and a passenger is not "occupying" the vehicle if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and

- (2) A specific premium charge indicates that Underinsured Motorists Coverage is provided for such vehicle.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED TRANSPORTATION NETWORK DRIVER  
COVERAGE (NO PASSENGER)**

SCHEDULE

Transportation Network Platform(s)			
1. Description Of Vehicle:			
2. Description Of Vehicle:			
3. Description Of Vehicle:			
Coverage is provided where a premium is shown for the coverage.			
Coverages	Premium		
	Vehicle 1	Vehicle 2	Vehicle 3
Liability	\$	\$	\$
Medical Payments	\$	\$	\$
Uninsured Motorists	\$	\$	\$
Collision	\$	\$	\$
Other Than Collision	\$	\$	\$
Underinsured Motorists	\$	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

The provisions of the Policy apply unless modified by this endorsement.

**I. Part A – Liability Coverage**

Exclusion **A.5.** is replaced by the following:

We do not provide Liability Coverage for any "insured":

- 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (**A.5.**) does not apply to:

- a. A share-the-expense car pool;

- b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes; or
- c. The ownership or operation of a vehicle during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:
  - (1) Such vehicle is described in the Schedule or in the Declarations; and

- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

## II. Part B – Medical Payments Coverage

Exclusion 2. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

- 2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (2.) does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" is being used for volunteer or charitable purposes; or
- c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

## III. Part C – Uninsured Motorists Coverage

The Uninsured Motorists Coverage Exclusion for "bodily injury" sustained by any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance is replaced by the following:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" is being used for volunteer or charitable purposes; or
- c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

## IV. Part D – Coverage For Damage To Your Auto

Exclusion 1. is replaced by the following:

We will not pay for:

- 1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" or any "non-owned auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (1.) does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" or any "non-owned auto" is being used for volunteer or charitable purposes; or
- c. While such vehicle is being used during any period of time a person is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport a passenger if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

**V. Underinsured Motorists Coverage Endorsement**

If the Underinsured Motorists Coverage endorsement is attached to the Policy, the Underinsured Motorists Coverage Exclusion for "bodily injury" sustained by any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance is replaced by the following:

We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion does not apply:

- a. To a share-the-expense car pool;

- b. While "your covered auto" is being used for volunteer or charitable purposes; or

- c. While "occupying" "your covered auto" during any period of time such vehicle is being used by an "insured" who is logged into a "transportation network platform" described in the Schedule or in the Declarations as a driver, a passenger is not "occupying" the vehicle and that driver has not accepted a request through the "transportation network platform" to transport such passenger if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that Underinsured Motorists Coverage is provided for such vehicle.

Exclusions in Part A – Liability Coverage that can be challenging to our clients and endorsements we should consider - Continued

2. Vehicles with fewer than four wheels or designed mainly for use off public roads – Exclusion B.1.

**EXCLUSIONS**

**B.** We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This exclusion **(B.1.)** does not apply:

- (1) While such vehicle is being used by an "insured" in a medical emergency;
- (2) To any "trailer"; or
- (3) To any non-owned golf cart.

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a. PP 03 23 Miscellaneous Type Vehicle Endorsement

- Used for items with wheels
- Pay attention to the endorsement's definition of "newly acquired auto"
- Endorsement allows for a Passenger Hazard Exclusion
- Might a Recreational Vehicle Policy be a better option?

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MISCELLANEOUS TYPE VEHICLE ENDORSEMENT**

SCHEDULE

<b>1. Description And Type Of Vehicle:</b>  <input type="checkbox"/> If indicated to the left or in the Declarations, the <b>Passenger Hazard Exclusion</b> described below applies to the Vehicle described above in this Item 1.			
<b>2. Description And Type Of Vehicle:</b>  <input type="checkbox"/> If indicated to the left or in the Declarations, the <b>Passenger Hazard Exclusion</b> described below applies to the Vehicle described above in this Item 2.			
<b>3. Description And Type Of Vehicle:</b>  <input type="checkbox"/> If indicated to the left or in the Declarations, the <b>Passenger Hazard Exclusion</b> described below applies to the Vehicle described above in this Item 3.			
Coverage is provided where a premium and a limit of liability are shown for the coverage.			
Vehicle	Coverages	Limit Of Liability	Premium
	<b>Liability</b>		
1.	<b>Bodily Injury</b>	\$ \$	Each Person Each Accident
	<b>Property Damage</b>	\$	Each Accident
2.	<b>Bodily Injury</b>	\$ \$	Each Person Each Accident
	<b>Property Damage</b>	\$	Each Accident
3.	<b>Bodily Injury</b>	\$ \$	Each Person Each Accident
	<b>Property Damage</b>	\$	Each Accident
	<b>Medical Payments</b>		
1.		\$	Each Person
2.		\$	Each Person
3.		\$	Each Person

Vehicle	Coverages	Limit Of Liability		Premium
	<b>Uninsured Motorists</b>			
1.	<b>Bodily Injury</b>	\$	<b>Each Person</b>	\$
		\$	<b>Each Accident</b>	
	<b>Property Damage</b>	\$	<b>Each Accident</b>	\$
2.	<b>Bodily Injury</b>	\$	<b>Each Person</b>	\$
		\$	<b>Each Accident</b>	
	<b>Property Damage</b>	\$	<b>Each Accident</b>	\$
3.	<b>Bodily Injury</b>	\$	<b>Each Person</b>	\$
		\$	<b>Each Accident</b>	
	<b>Property Damage</b>	\$	<b>Each Accident</b>	\$
	<b>Collision</b>			
1.		\$	<b>Less \$ Deductible</b>	\$
2.		\$	<b>Less \$ Deductible</b>	\$
3.		\$	<b>Less \$ Deductible</b>	\$
	<b>Other Than Collision</b>			
1.		\$	<b>Less \$ Deductible</b>	\$
2.		\$	<b>Less \$ Deductible</b>	\$
3.		\$	<b>Less \$ Deductible</b>	\$
<b>Total Premium</b>				<b>\$</b>

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

**NOTICE**

For the Collision and Other Than Collision Coverages, the amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

With respect to the "miscellaneous type vehicles" and coverages described in the Schedule or in the Declarations, the provisions of the Policy apply unless modified by this endorsement.

**I. Definitions**

- A.** For the purpose of the coverage provided by this endorsement, "miscellaneous type vehicle" means a motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart.
- B.** The definition of "your covered auto" is replaced by the following:  
 "Your covered auto" means:
  - 1.** Any "miscellaneous type vehicle" shown in the Schedule or in the Declarations.

- 2.** A "newly acquired auto".
- 3.** Any "trailer".
- 4.** Any "miscellaneous type vehicle" or auto you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a.** Breakdown;
  - b.** Repair;
  - c.** Servicing;
  - d.** Loss; or
  - e.** Destruction.
 This provision **(4.)** does not apply to Coverage For Damage To Your Auto.

C. Paragraph 1. of the definition of "newly acquired auto" is replaced by the following:

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:

- a. A private passenger auto;
- b. A pickup or van, for which no other insurance policy provides coverage, that:
  - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
  - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
    - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
    - (b) For farming or ranching; or
- c. Any "miscellaneous type vehicle" of the same type shown in the Schedule or in the Declarations.

D. The following definition is added:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or by-products produced or released by fungi.

## II. Part A – Liability Coverage

A. The definition of "insured" is replaced by the following:

"Insured" means:

- 1. You or any "family member" for the ownership, maintenance or use of "your covered auto".
- 2. Any person using "your covered auto".
- 3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

B. The **Exclusions** Section is amended as follows:

- 1. Exclusion **B.1.** is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle which:

  - a. Has fewer than four wheels; or
  - b. Is designed mainly for use off public roads.

This exclusion (**B.1.**) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
  - b. To any "trailer"; or
  - c. To a vehicle insured for Liability Coverage under this endorsement.
2. The following exclusion applies under Part **A** to any vehicle for which the Schedule or Declarations indicates that the passenger hazard is excluded:

We do not provide Liability Coverage for any "insured" for "bodily injury" to any person while "occupying" the described "miscellaneous type vehicle".

## III. Part B – Medical Payments Coverage

Exclusion 1. of Part **B** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any motorized vehicle having fewer than four wheels. However, this exclusion (**1.**) does not apply to a motorized vehicle having fewer than four wheels if it is insured for Medical Payments Coverage under this endorsement.

## IV. Part D – Coverage For Damage To Your Auto

A. The following is added to the **Insuring Agreement**:

We will pay for direct and accidental loss to facilities or equipment designed to be used with a "your covered auto" shown in the Schedule or in the Declarations which is a motor home, while such facilities or equipment are in or attached to the motor home. Facilities or equipment include but are not limited to:

- 1. Cooking, dining, plumbing or refrigeration facilities;
- 2. Awnings or cabanas; or
- 3. Any other facilities or equipment designed to be used with a motor home.

B. The following is added to the definition of "non-owned auto":

- 3. Any motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart you do not own while used as a temporary substitute for "your covered auto" which is out of its normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;



- d. Loss; or
  - e. Destruction.
- C.** The **Exclusions** Section is amended as follows:
1. Exclusion 7. does not apply to:
    - a. Any "miscellaneous type vehicle", shown in the Schedule or in the Declarations, which is a motor home; and
    - b. Facilities or equipment designed to be used with the described motor home while in or attached to the motor home.
    - c. Any motor home you do not own while used as a temporary substitute for "your covered auto" which is out of its normal use because of its:
      - (1) Breakdown;
      - (2) Repair;
      - (3) Servicing;
      - (4) Loss; or
      - (5) Destruction.
  2. The following exclusions are added:
    - a. We will not pay for loss to:
      - (1) Clothing or luggage;
      - (2) Business or office equipment; or
      - (3) Articles which are sales samples or used in exhibitions.
    - b. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusion 4., 5., 9. or 10. of Part D.
- c. We will not pay for loss due to "fungi", wet or dry rot, or bacteria, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.
- D.** With respect to the Coverage(s) shown as applicable to a vehicle described in the Schedule or in the Declarations, the **Limit Of Liability** Provision is replaced by the following:
- Limit Of Liability**
- A.** Our limit of liability for loss will be the least of the:
    1. Amount shown in the Schedule or in the Declarations;
    2. Actual cash value of the stolen or damaged property; or
    3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision" only the highest applicable deductible will apply.
  - B.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
  - C.** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

- b. PP 03 20 Snowmobile Endorsement
  - Endorsement has a definition of “snowmobile”
  - Endorsement allows for a Passenger Hazard Exclusion
  - Otherwise, very similar to the Miscellaneous Type Vehicle Endorsement PP 03 23
  - Might a Snowmobile Policy be a better option?
- 3. Vehicles Furnished or Available For Your Regular Use – Exclusion B.2.

**PART A – LIABILITY COVERAGE**

**EXCLUSIONS**

**B.** We do not provide Liability Coverage for the ownership, maintenance or use of:

- 2. Any vehicle, other than "your covered auto", which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.

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- a. PP 03 06 Extended Non-Owned Coverage – Vehicles Furnished Or Available For Regular Use
  - Used when the you has a vehicle, other than a “your covered auto” furnished or available for regular use
  - Examples can be an employer-provided vehicle, a “family member’s” vehicle, a non-resident relative’s vehicle a pool vehicle, a roommate’s vehicle, etc, etc, etc.
  - Endorsement makes the PAP excess over any collectible insurance on the non-owned vehicle

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

**EXTENDED NON-OWNED COVERAGE – VEHICLES  
FURNISHED OR AVAILABLE FOR REGULAR USE**

**SCHEDULE**

Unless otherwise indicated below or in the Declarations, Extended Non-owned Coverage is applicable only to the individual named in the Schedule or in the Declarations.

Name Of Individual:

If indicated below or in the Declarations, Extended Non-owned Coverage applies to:

Named Individual and "Family Members" (including Named Individual's Spouse)

Coverage is provided where a premium is shown for the coverage.

Extended Non-owned Coverage	\$	Premium
Liability	\$	
Medical Payments	\$	
<b>Total Premium</b>	<b>\$</b>	

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

With respect to the individual(s) and coverages indicated in the Schedule or in the Declarations, the provisions of the Policy apply unless modified by this endorsement.

**I. Extended Non-owned Coverage**

The Extended Non-owned Coverage provided by this endorsement does not afford coverage under Part **A** and Part **B** of the Policy for any accident involving:

- A.** A vehicle owned by an individual named in the Schedule or in the Declarations;
- B.** A vehicle owned by a "family member"; or
- C.** A temporary substitute vehicle for such owned vehicle described in **A.** or **B.** above.

**II. Part A – Liability Coverage**

Part **A** is amended as follows with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

- A.** Exclusion **B.2.b.** does not apply to the coverages provided by this endorsement.

- B.** We will provide Liability Coverage for any vehicle, other than "your covered auto", which is furnished or available for the regular use of the named individual.

**III. Part B – Medical Payments Coverage**

Part **B** is amended as follows, if a premium is shown in the Schedule or in the Declarations for Medical Payments Coverage, with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

- A.** Exclusion **5.b.** does not apply to the coverages provided by this endorsement.
- B.** We will provide Medical Payments Coverage for "bodily injury" sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is furnished or available for the regular use of the named individual.

- b. Why is the PP 03 06 Extended Non-Owned Coverage – Vehicles Furnished Or Available For Regular Use endorsement helpful to only a you and not a “family member” – A review of Exclusion B.3.

**PART A – LIABILITY COVERAGE**

**EXCLUSIONS**

**B.** We do not provide Liability Coverage for the ownership, maintenance or use of:

**3.** Any vehicle, other than "your covered auto", which is:

**a.** Owned by any "family member"; or

**b.** Furnished or available for the regular use of any "family member".

However, this exclusion (**B.3.**) does not apply to you while you are maintaining or "occupying" any vehicle which is:

**(1)** Owned by a "family member"; or

**(2)** Furnished or available for the regular use of a "family member".

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Conclusion:

We use coverage forms and endorsements to those forms to provide protection to our clients. Understanding the forms we sell allows us to assess when endorsements and/or additional coverage forms may be needed. The insurance professional must be diligent in identifying, analyzing, controlling and financing risk on behalf of their client.