

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

**MARINE GENERAL LIABILITY
MARINA OPERATOR'S LEGAL LIABILITY**

SCHEDULE

Insurance is provided by this endorsement only with respect to those coverages for which limits and a specific premium charge is shown below:

Coverage	Limits	Additional Premium
Non-Ownership Liability	\$ _____ Per Occurrence \$ _____ Non-Owned Auto Aggregate	\$ _____
Hired Auto Liability	\$ _____ Per Occurrence \$ _____ Hired Auto Aggregate	\$ _____

The limits shown above are included within the limits shown on the Declarations page and do not increase those limits. Payments we make due to coverage provided by this endorsement will reduce the limits for this coverage and those limits shown in Declarations.

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule above.

1. Hired Auto Liability

The insurance provided under the Marine General Liability Marina Operator's Legal Liability, Section II – General Liability applies to "bodily injury" or "property damage" arising out of the maintenance or use of a hired auto by the Named Insured in the course of your business.

2. Non-Owned Auto Liability

The insurance provided under the Marine General Liability Marina Operator's Legal Liability, Section II – General Liability applies to "bodily injury" or "property damage" arising out of the use of any non-owned auto in your business by any person other than you.

B. For insurance provided by this endorsement only:

1. Sub-paragraph **J.**, Aircraft or Auto under paragraph **2.**, Exclusions of Marine General Liability Marina Operator's Legal Liability, Section II – General Liability, is deleted.
2. The following exclusions are added to Marine General Liability Marina Operator's Legal Liability, Section II – General Liability paragraph **2.**, Exclusions.

This insurance does not apply to:

- a.** "Property damage" to:
 - (1)** Property owned or being transported by, or rented or loaned to the insured; or
 - (2)** Property in the care, custody or control of the insured.
- b.** "Bodily injury" or "property damage" arising out of the act of operating a hired auto or non-owned auto in order to deliver food, beverages, or other goods off the premises.
- c.** "Bodily injury" to occupants of a non-owned auto or a hired auto.
- d.** "Bodily injury" or "property damage" arising out of the auto business.
- e.** "Bodily injury", "property damage" or any other claims against any party other than the Named Insured.
- f.** "Bodily injury" or "property damage" arising out of any shuttle service, public or livery conveyance or any other activity involving transport of passengers or cargo for hire.
- g.** "Bodily injury" or "property damage" arising out of the use of a non-owned auto or a hired auto for any outside sales activity.

- C. For the purposes of this endorsement, Section VI – WHO IS AN INSURED is deleted in its entirety and replaced by the following:

SECTION IV – WHO IS AN INSURED

1. Only each of the following is an insured under this endorsement to the extent set forth below:
 - a. The Named Insured (also identified as you or your);
 - b. For a non-owned auto, any partner or “executive officer” of yours, but only while such non-owned auto is being used in your business; and
 - c. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a. or b. above and arising out of the named insured’s business.
2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer for “bodily injury” to any “employee”, or to the spouse, child, parent, brother or sister of that co-“employee” as a consequence of such “bodily injury”, or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
 - b. Any partner or “executive officer” for any “auto” owned by such partner or officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in duties in connection with an auto business, other than an auto business you operate;
 - d. The owner or lessee (of whom you are a sublessee) of a hired auto or the owner of a

non-owned auto or any agent or “employee” of any such owner or lessee and;

- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- D. The following additional definitions apply for the purposes of this endorsement:
1. **Auto Business** means the business or occupation of selling, repairing, servicing, storing or parking “autos”.
 2. **Hired Auto** means any automobile of the private passenger type you hire, borrow or have use of on a temporary basis. This does not include any “auto” you lease, hire, or borrow from any of your “employees” or members of their households, or from any partner or “executive officer” of yours. This does not include any “auto” you lease or hire for a period of time in excess of five (5) days.
 3. **Non-Owned Auto** means any automobile of the private passenger type you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership, a non-owned auto does not include any “autos” owned by a partner.
 4. **Automobile of the private passenger type** means:
 - a. A motor vehicle of a private passenger or station wagon type body; or
 - b. A motor vehicle with a pickup type body, a delivery sedan, or a van.
- Note: “auto” continues to have the meaning defined in this policy and would include hired auto and non-owned auto.

All other terms and conditions of this policy remain unchanged.