

Policy # _____ Effective Dates: _____ – _____

MASTER POLICY **NON-TRUCKING AUTOMOBILE COVERAGE**

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 Certificate Holder named in the Non-Trucking Automobile Certificate of insurance. The words “we”, “us” and “our” refer to the Company providing this insurance. The term “Sponsoring Organization” refers to the entity listed as such in the Declarations, hereafter referred to as the Sponsor, including its successors or assigns.

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 Declaration s shows the “autos” that are covered “autos” for each of your coverage’s. 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

Symbo l	Description of Covered Auto Designation Symbols
10	Only Those “autos” scheduled on the Non-Trucking Automobile Certificates of Insurance (“Certificate”) issued by us that become part of this policy for which a premium charge is shown on the Certificate.

B. Owned Autos You Acquire After The Policy Begins

An “auto” you acquire will be covered “auto” for that coverage only if:

1. We already cover all “autos” that you own for that coverage or it replaces an “auto” you previously owned that had that coverage; and
2. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailer, Mobile Equipment and Temporary Substitute Autos

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 designed primarily for travel on Public roads.
2. “Mobile equipment” while being carried or towed by a covered “auto”.
3. Any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. “Loss”; or
 - e. Destruction

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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 applied, caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto”. You and the Sponsor agree to comply with the provisions and conditions of this policy.

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 “insured’s”:
 - a. You for any covered “auto”.
 - b. Anyone else while using with your permission a covered “auto” you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered “auto”. This exception does not apply if the covered “auto” is a “trailer” connected to a covered “auto” you own.
 - (2) Your “employee” if the covered “auto” is owned by that “employee” or a member of his or her household.
 - (3) Someone using a covered “auto” while he or she is working in a business of selling, servicing, repairing, parking or storing “autos” unless that business is yours.
 - (4) 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 “employee”, while moving property to or from a covered “auto”.
 - (5) 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.
 - (6) Anyone engaged in the business or transporting property by “auto” for hire who is liable for your conduct.
 - c. Anyone liable for the conduct of an “insured” described above but only to the extent of that liability.
 - d. Under no circumstances is the Sponsor an “Insured”.
2. Coverage Extensions
 - a. Supplementary Payments
 - (1) All expenses we incur.
 - (2) Up to \$2,000 for 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 bond amounts within our Limit of Insurance.

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- (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 work.
- (5) All costs taxed against the “insured” in any “suit” against the “insured” we defend.
- (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.

b. Out-Of State Coverage Extensions

While a covered “auto” is away from the state where it is licensed we will:

- (1) Increase the Limited of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered “auto” is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverage’s, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered “auto” is being used, provided this policy applies.

We will not pay anyone more than once for the same elements of loss because of these extensions.

- (3) To the extent permissible by law, the “insured” specifically declines any no-fault, personal injury protection (PIP), medical payments, uninsured or underinsured motorist coverage, protection or benefits.

B. Exclusions

This 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 the “Insured”.
- 2. Contractual**
Liability assumed under any contract or agreement.
But 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. Worker’s 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.

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But this exclusion does not apply to “bodily injury” or 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 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.

6. Care, Custody or Control

“Property damage” to or “covered pollution cost or expense” involving property owned or transported by the “insured” or in the “insured’s” care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling of Property

“Bodily injury” or “property damage” resulting from the handling of property:

- (a) Before it is moved from the place where it is accepted by the “insured” for movement into or onto the covered “auto”, or
- (b) After it is moved from the covered “auto” to the place where it is finally delivered by the “insured”.

8. Movement of Property By Mechanical Device

“Bodily injury” or “property damage” resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered “auto”.

9. Operations

“Bodily injury” or “property damage” arising out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of “mobile equipment”.

10. Completed Operations

“Bodily injury” or “property damage” arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- (a) Work or operations performed by you or on your behalf; and
 - (b) Materials, parts or equipment furnished in connection with such work or operations.
- Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

“Bodily injury” or “property damage” arising out of the actual, alleged or end 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 “auto”;

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(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:

(1) 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

(2) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

12. War

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition Incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. 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.

14. Trucking

A covered “auto”:

- a. While being operated, maintained or used to carry property in any business or en route to or from such business purpose;
- b. While used in the business of anyone to whom the “auto” is rented;
- c. While under the direction, dispatch or control of a motor carrier;
- d. While being operated to perform maintenance or repair.
- e. While being operated to or from any location where the “auto” is normally garaged, stored or normally found.
- f. While the “auto” is being used directly, or indirectly, in any manner to further the business interests of any person or entity.
- g. While the insured unit is hauling any type of trailer loaded, or unladen
- h. You must maintain auto liability insurance in effect during all times this Non-Trucking Liability policy is in effect. Under no circumstances will this policy (Non-Trucking Auto Liability) apply in the event you fail to have auto liability insurance in effect at the time of any loss in an amount equal to or greater than the applicable statutory required amount.

15. Motor Carrier

This coverage requires you be leased to a valid authorized motor carrier engaged in interstate commerce. The leased carrier must have a valid and current MC number at all times for coverage to be applicable under this policy. This policy will automatically

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terminate if there is no valid current, permanent lease in effect between an MC authorized motor carrier and the insured.

C. Limit of Insurance

Regardless of the number of covered "autos", "insured's", 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 on your Non-Trucking automobile Certificate of Insurance.

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".

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.

SECTION III – NON-TRUCKING AUTOMOBILE CONDITIONS

The following conditions apply:

A. Loss Conditions

1. Appraisal for Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal for the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, request voluntary of the dispute in accordance with the Mediation provision. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial 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. If both parties voluntarily enter binding arbitration, 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

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- (a) In the event of "accident", "claim", "suit", or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address;
 - (3) A description of the covered "auto", including its current location and vehicle identification number; and
 - (4) To the extent possible, the names and addresses of any injured persons and witnesses.
- (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 us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

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- (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”.
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- (c) If there is “loss” to a covered “auto” or its equipment you must also do the following:
 - (1) Promptly 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. Also 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) Agree to examinations under oath at our request and give us a signed statement of your answers.

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 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 Coverage’s

At our option new may:

- (a) Pay for, repair or replace damaged or stolen property;
- (b) Return the stolen property, at our expense. We will pay for any damage that results to the “auto” from the theft; or
- (c) Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the “loss”, our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer of Rights of Recovery Against Others To Us

Your and the Sponsor’s rights and duties under this policy may not be transferred without our written consent.

If any person or organization to or for whoever makes 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. Transfer of Your Rights and Duties under This Policy
 - (a) Your and the Sponsor’s rights and duties under this policy may not be transferred without our written consent.
 - (b) If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having property temporary custody of your property will have your rights and duties but only with respect to that property.
2. Bankruptcy

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Bankruptcy or insolvency of the “Insured” or the “Insured’s” estate will not relieve us of any obligations under this Coverage Form.

3. Cancellation

- (a) The Sponsor shown in the Declarations may cancel this policy by mailing ring to us advance written notice of cancellation.
- (b) We may cancel this policy or your certificate by mailing or delivering to you and the Sponsor written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment or premium, regardless of the amount of time that the policy has been in force; or
 - (2) 20 days before the effective date of cancellation, for policies that have been in effect for less than 90 days. Written notice of cancellation shall include the reason for cancellation; or
 - (3) 45 days before the effective date of cancellation, for policies that have been in effect for more than 90 days. A policy that has been in effect for more than 90 days may only be cancelled for the following reasons: material misrepresentation, failure to comply with underwriting requirements established by the insurer within 90 days of effectuation of coverage, a substantial change in the risk covered by the policy, or when the cancellation is for all insured’s under such policies for a given class of insured’s.
- (c) We will mail or deliver our notice to your and the Sponsor’s last mailing address known to us.
- (d) Notice of cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you or the Sponsor cancels, the refund will be no less than ninety percent of the unearned premium. The cancellation will be effective even if we have not made or offered a refund.
- (e) If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you or the Sponsor cancels, the refund will be no less than ninety percent of the unearned premium. The cancellation will be effective even if we have not made or offered a refund.
- (f) If notice is mailed, proof of mailing will be sufficient proof of notice.

4. **Certificate Copies of the Policy**

- (a) We have entered into a contract to provide the insurance described by this policy to eligible Certificate Holders.
- (b) Your Certificate explains, but does not constitute, the Master Policy.
- (c) The original Master Policy is in the possession of the Sponsor. The Master Policy may be examined during business hours at the Sponsor’s offices.
- (d) Your Certificate with the most recent Certificate issue date replaces any and all Certificates that may have been issued previously under the Master Policy.
- (e) Premiums must be paid by you when they are due in order to maintain your Certificate.
- (f) The sponsor of this policy is Motor Carrier Safety Association, 8400 Louisiana Street; Ste. 401, Merrillville, IN 46410
- (g) This policy and any certificates are issued by the duly appointed Attorney in Fact. In addition to the obligations imposed on us as contained herein, acceptance of this policy by the insured shall constitute the insured’s agreement to be bound by all terms and conditions contained in the Attorney in Fact agreement in effect at the time this policy was issued.

5. **Certificate Holder’s Effective Date of Coverage**

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Your coverage effective date will be 12:01 A.M., Standard Time, on the Coverage Effective Date at your address stated in the Non-Trucking Automobile Certificate of Insurance.

6. Changes

This policy contains all the agreements between you, the Sponsor and us concerning the insurance afforded. The Sponsor shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

7. Choice of Law

By acceptance of this policy, the Sponsor, all Certificate Holders and all "insured's" agree that the laws of the State in which the Sponsor is located, as shown in the Declarations of this policy, shall govern the validity, construction, interpretation and effect of this contract of insurance.

8. Concealment, Misrepresentation or Fraud

- (a) 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, any other "insured" or the Sponsor, at any time intentionally conceal or misrepresent a material fact concerning:
 - (1) This Coverage Form;
 - (2) The covered "auto";
 - (3) Your interest in the covered "auto"; or
 - (4) A claim under this Coverage Form.

9. Continuous Renewal Provision

This policy will automatically renew at each anniversary of the "policy period" unless we or the Sponsor discontinue it in accordance with its terms and conditions. We may, at our discretion or as required by law, amend, alter or replace this policy with updated or revised policy forms at every anniversary of the "policy period".

10. Insured's Coverage Termination

- (a) Your coverage under this policy will terminate at the earliest of the following:
 - (1) The Master Policy terminates;
 - (2) Your Certificate terminates;
 - (3) We determine you are no longer eligible for coverage;
 - (4) You voluntarily terminate your coverage under the Master Policy; or
 - (5) The required premium is not paid when due.
 - (6) If your permanent lease is no longer valid and current between an MC authorized motor carrier and the insured.
- (b) If we or the Sponsor or you cancel your coverage, provisions of the **Cancellation** Condition apply.

11. Insured's Representative Clause

- (a) By acceptance of this policy and the Non-Trucking Automobile Certificate of Insurance you agree that the Sponsor will act on your behalf with respect to the acceptance of endorsements or any other policy modifications.
- (b) Further, by acceptance of this policy and the Non-Trucking Automobile Certificate of Insurance you agree to accept and be bound by any actions taken by the Sponsor with regard to a. above.

12. 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.

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13. No Benefit To Bailee – Physical Damage Coverage's

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.

14. Other Insurance

(a) For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.
- (b) For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- (c) Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- (d) When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

15. Premium Audit

(a) The estimated premium for this Coverage Form is based on the exposures you told us you would 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 you will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, you will get a refund.

(b) If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

16. Premiums

You are responsible for the payment of the premiums for your Certificate of Insurance, and you will be the payee for any return premiums we pay.

17. Inspections and Surveys

(a) We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

(b) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake related only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

(c) Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

(d) Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or

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municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

18. “Policy Period”, Coverage Territory

- (a) Under this Coverage Form, we cover “accidents” and “losses” occurring:
 - (1) During the “policy period” shown in the Declarations; and
 - (2) Within the coverage territory.
- (b) The coverage territory is:
 - (1) The United States of America;
 - (2) The territories and possessions of the United States of America;
 - (3) Puerto Rico;
 - (4) Canada.

The “insured’s” responsibility to pay damages is determined in a “suit” on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

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

19. 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 companies affiliated with us apply 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

20. Mediation

- (a) In any claim filed by an “insured” with us for:
 - (1) “Bodily Injury” in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered “auto”;
 - (2) “Property damage” in any amount, arising out of the ownership, operation, maintenance or use of a covered “auto”, or
 - (3) “Loss” to a covered “auto” or its equipment, in any amount.
 Either party may make a written demand for mediation of the claim prior to the institution of litigation.
- (b) A written request for mediation must be filed with the Indiana Department of Insurance on an approved form, which may be obtained from the Indiana Department of Insurance.
- (c) The request must state:
 - (1) Why mediation is being requested
 - (2) The issues in dispute, which are to be mediated.
- (d) The Indiana Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- (e) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

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- (f) The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

SECTION IV – DEFINITIONS

- A. “Accident” includes continuous or repeated exposure to the same conditions resulting in “bodily injury” or “property damage”.
- B. “Auto” means a land motor vehicle; “trailer” or semitrailer designed for travel on public roads but 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, or order; or
 - (2) Any claim or “suit” by or on behalf of a governmental authority demanding that the “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”.
- “Covered pollution cost or expense” does not include any cost or expense arising out of the actual, or in any way respond to, or assess the effects 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”;
 - (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 “mobile equipment”.
- 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, certificate holder 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” means:
- (1) A lease of premises;
 - (2) A sidetrack agreement;
 - (3) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

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- (4) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (5) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- (6) That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees" of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employee's to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
An "insured contract" does not include that part of any contract or agreement:
 - (a) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, with 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - (b) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with driver; or
 - (c) 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.

- 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 a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Master Policy" – means the policy endorsed by the Association of Independent Drivers of America.
- L. "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 principal 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.
 - (6) Vehicles not described in Paragraphs **1., 2., 3., or 4.** Above maintained primarily for purposes other than the transportation of persons or cargo. However,

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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, light liner or well servicing equipment.

- M. “Permanent lease” means a long term written lease or rental agreement of thirty (30) on consecutive calendar days or more in duration between the Certificate Holder and the lessee. It shall not mean a trip lease (single trip) or any agreement of less than thirty (30) days duration. A permanent lease must show exclusive possession, control and use of the covered “auto” as well as the date, time and duration of the lease agreement.
- N. “Policy period” means 12:01 A.M. on the effective date of the Master Policy and each annual anniversary thereafter until terminated or canceled in accordance with the terms and conditions of this policy. Each annual period from the original effective date of the Master Policy will be considered one “policy period”.
The “policy period” for each Certificate Holder commences with the Coverage’s Effective Date, as provided in the **Condition Certificate Holder’s Effective Date of Coverage**, and will coincide with each annual anniversary of the Master Policy thereafter.
- O. “Pollutants” means a solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- P. “Property damage” means damage to or loss of use of tangible property.
- Q. “Sponsor” means the name of the organization that is endorsing the coverage provided by the company. The sponsor shall maintain the master policy for all certificate holders.
- R. “Suit” means a civil proceeding in which:
 - (1) Damages because of “bodily Injury” or “property”; or
 - (2) A “covered pollution cost or expense”, to which this insurance applies, is alleged.
 “Suit” includes:
 - (a) An arbitration proceeding in which such damages or “covered pollution costs or expenses” are claimed and to which the “insured” must submit or does submit with our consent; or
 - (b) Any other alternative dispute resolution proceeding in which such damages or “covered pollution costs or expenses” are claimed and to which the “insure” submits with our consent.
- S. “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.
- T. “Trailer” includes semitrailer

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IN WITNESS WHEREOF

The Corporation, as Attorney in Fact, and acting under lawfully executed Powers of Attorney, has caused this Policy to be executed, attested, issued and exchanged with those of similar policies of indemnity of all other subscribers to said Exchange.

All Done on the date and at the place set forth in the Declarations hereto, which such Declarations are now specifically made part of this policy.

AMERICAN INTER-FIDELITY CORPAS ATTORNEY IN FACT FOR AMERICAN INTER-FIDELITY EXCHANGE

BY: _____

LEX VENDITTI

SAMPLE