

MIIA Property and Casualty Group, Inc.

3 Center Plaza, Suite 610

Boston, MA 02108

www.emiia.org



AUTO COVERAGE

MEMBER NAME AND ADDRESS

CONTRACT# EAS00488-02-23

Town of East Bridgewater
175 Central Street
East Bridgewater, MA 02333

CONTRACT PERIOD

07/01/2023 TO 07/01/2024

AT 12:01 AM STANDARD TIME

AT THE ADDRESS SHOWN ABOVE

SCHEDULE OF COVERAGES AND COVERED AUTOS

This contract provides only those coverages where a charge is shown in the contribution column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage

Coverages	Covered Autos	Limit The most we will pay for any one accident or loss	Deductible	Contribution
Compulsory Bodily Injury	1	\$20,000 each person \$40,000 each accident		Included
Personal Injury Protection	1	\$8,000 each person		Included
Optional Bodily Injury Liability	1	\$1,000,000 Combined Single Limit	None	Included
Property Damage Liability	1	Included in Combined Single Limit	None	Included
Medical Payments	1	\$5,000		Included
Uninsured Motorist	1	\$100,000 each person \$300,000 each accident		Included
Underinsured Motorist	1	\$100,000 each person \$300,000 each accident		Included
Physical Damage Comprehensive Coverage	7	Actual Cash value or cost of repair, whichever is less	See Schedule of covered autos	Included
Physical Damage Collision Coverage	7	Actual Cash value or cost of repair, whichever is less	See Schedule of covered autos	Included

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Coverages	Covered Autos	Limit The most we will pay for any one accident or loss	Deductible	Contribution
Damage to Autos of Emergency Employees or Volunteers	1	\$5,000		Included
Replacement Cost Maximum	7	\$60,000 for Private Passenger Vehicles; \$20,000 for Equipment and Accessories		Included
Towing	7	\$100 per occurrence		Included
Temporary Transportation	7	\$30 Per day \$900 Maximum		Included
Hired Auto Loss of Use	7	\$30 Per day \$900 Maximum		Included
Loss of Use/Rental Reimbursement	7	\$50 Maximum any one day 30 Maximum number of days \$1,500 Maximum any one occurrence		Included
Garage Liability Other Than Covered "Autos"	7	\$1,000,000 Aggregate \$1,000,000 Each Accident		Included
Garage Liability Covered "Autos"	7	\$1,000,000 Each Accident		Included
Garage Keepers	30	Comprehensive \$100,000 For Each Covered Auto Collision \$100,000 For Each Covered Auto	\$500/\$500	Included
Garage Keepers Direct Coverage Option	30	X Excess Insurance Primary Insurance		Included
Communicable Disease and Virus		Included	\$100,000	

FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

MDEC 2(0723), MAU 001(0723), SCH 001(0723)

*As per Auto Fleet Schedule

AUTO LIABILITY COVERAGE

Various provisions in this contract restrict coverage. Read the entire contract carefully to determine rights, duties and what is and is not covered.

Throughout this contract the words “you” and “your” refer to the Member Named Insured shown in the Declarations.

The words “we,” “us” and “our” refer to the MIIA Property and Casualty Group, Inc.

The word insured means any person or organization qualifying as an insured in the Who is an Insured provision of the applicable coverage.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION XI – Definitions.

SECTION I – Covered Autos

The Declarations show the “autos” that are covered “autos” for each of your coverages. The following numerical symbols describe the “autos” that may be covered “autos”. The symbols entered next to a coverage on the Declarations designate the only “autos” that are covered “autos”.

A. Description of Covered Auto Designation Symbols

Symbol Description

1. Any “auto.”

2. Owned “autos” only.

Only those “autos” you own (and for Liability Coverage any “trailers” you do not own while attached to power units you own). This includes those “autos” you acquire ownership of after the contract begins.

3. Owned private passenger “autos” only.

Only the private passenger “autos” you own. This includes those private passenger “autos” you acquire ownership of after the contract begins.

4. Owned “autos” other than private passenger “autos” only.

Only those “autos” you own that are not of the private passenger type (and for Liability Coverage any “trailers” you do not own while attached to power units you own). This includes those “autos” not of the private passenger type you acquire ownership of after the contract begins.

5. Owned “autos” subject to no-fault.

Only those “autos” you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those “autos” you acquire ownership of after the contract begins, provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6. Owned “autos” subject to a compulsory uninsured motorists law.

Only those “autos” you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists coverage. This includes those “autos” you acquire ownership of after the contract begins, provided they are subject to the same state uninsured motorists requirement.

7. Specifically described “autos”.

Only those “autos” described in your Auto Fleet Schedule on file with us (and for Liability Coverage any “trailers” you do not own while attached to any power unit described in the schedule).

8. Hired “autos” only.

Only those “autos” you lease, hire, rent or borrow, including “autos” your “employee” hires at your direction, for the purpose of conducting your business. This does not include any “auto” you lease, hire, rent or borrow from any of your “employees” or members of their households.

9. Non-owned “autos” only.

Only those “autos” you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes “autos” owned by your “employees” or members of their households but only while used in your business.

10. Mobile equipment subject to compulsory or financial responsibility or other motor vehicle insurance law only.

Only those “autos” that are land vehicles and that would qualify under the definition of “mobile equipment” under this contract if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where licensed or principally garaged.

11. Non-owned “autos” used in your garage business.

Any “auto” you do not own, lease, hire, rent or borrow used in connection with your “garage operations”. This includes “autos” owned by your officers, “employees” or students used in connection with your “garage operations”.

12. “Customer’s autos” left with you for Service, Repair, Storage, or Safekeeping.

13. Any “auto” while used with a dealer or repair plate issued to you by the Massachusetts Registry of Motor Vehicles.

B. Owned Autos You Acquire after the Contract Begins

1. If symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in the Declarations, then you have coverage for “autos” that you acquire of the type described for the remainder of the contract period.
2. But, if symbol 7 is entered next to a coverage in the Declarations, an “auto” you acquire, lease or rent will be a covered “auto” for that coverage only if:
 - a. We already cover all “autos” that you own for that coverage or it replaces an “auto” you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire, lease or rent it that you want us to cover it for that coverage and agree to pay the additional contribution from the date of acquisition.

C. Certain Trailers, “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 breakdown, repair, servicing, “loss” or destruction.

SECTION II – Liability Coverages

A. Optional Liability Coverage

1. Coverage Agreement

We will pay all sums an insured legally must pay as damages because of “bodily injury” or “property damage” to which this coverage applies, caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto”.

We will also pay all sums an insured legally must pay as a “covered pollution cost or expense” to which this coverage 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 coverage 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,” even if it is without merit. However, we have no duty to defend “suits” for “bodily injury” or “property damage” or a “covered pollution cost or expense” to which this coverage does not apply. We may investigate and settle any claim or “suit” as we consider appropriate. If an insured settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender or pay to any claimant or to a court of competent jurisdiction, with the court’s permission, the maximum amount of the Liability Coverage Limit of Insurance. We may end our duty to defend at any time during the course of the “suit” by tendering or paying the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the “suit” or a release by the claimant.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay, with respect to any claim we investigate or settle, or any “suit” we defend:

- (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, but only for bond amounts within our applicable Limit of Insurance. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the insured in the “suit”.
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after the entry of the judgment; 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

- (1) While a covered “auto” is away from the state where it is licensed, we will:
 - (a) Meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered “auto” is being used, but not more than the Limit of Insurance specified in Paragraph **A.5.** below. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
 - (b) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered “auto” is being used.
- (2) We will not pay anyone more than once for the same elements of “loss” because of these extensions.

3. Who is an Insured

The following are insureds:

- 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", or a lessee or borrower or any of their employees, while moving property to or from a covered "auto".
 - c. Anyone liable for the conduct of an insured described above but only to the extent of that liability.
 - d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
 - e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an insured only for "bodily injury" or "property damage" resulting from the acts or omissions by:

 - (a) You;
 - (b) Any of your "employees" or agents; or
 - (c) Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of Paragraphs **b.(1)** and **b.(2)** above.
 - f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this contract as an insured.
- However, such person or organization is an insured only:
- (1) With respect to the operation, maintenance or use of a covered "auto"; and
 - (2) For "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

4. Exclusions

This coverage does not apply to any of the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured, including, without limitation, "bodily injury" resulting from sexual abuse, including associated physical abuse.

This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property;
- (2) Any claims arising out of sexual abuse or molestation due to negligence in the following:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;

- (d) Reporting to the proper authorities, or failure to so report; or
- (e) Retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded above; or
- (3) The defense of an "accused insured" who is accused of sexual abuse or molestation, including associated physical abuse;

Defense coverage for an "accused insured" will end at the earliest of the following times:

- (a) When the "accused insured" admits or pleads *nolo contendere*, no contest or to sufficient facts to committing sexual abuse or molestation, or pleads or is found guilty of committing sexual abuse or molestation in any criminal action or proceeding brought against him or her;
- (b) When the "accused insured" is held responsible or liable in or settles a "suit" or proceeding brought against him or her alleging damages due to the "accused insured's" sexual abuse or molestation; or
- (c) When a judgment or decision is entered against the "accused insured", establishing that he or she committed the sexual abuse or molestation alleged in a claim or "suit" brought against him or her.

We will continue to defend and will pay damages on behalf of any other insured other than an "accused insured" whose defense coverage has ended.

For purposes of this exclusion, the term abuse shall not include sexual harassment.

b. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- (1) 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
- (2) That the insured would have in the absence of the contract or agreement.

c. Workers' Compensation and Similar Laws

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, Massachusetts General Laws Chapter 41 or any similar law.

d. Employer's Liability and "Employee" Indemnification

"Bodily injury" to:

- (1) An "employee" or "leased worker" of the insured arising out of and in the course of employment by the insured or performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother, sister or estate of that "employee" or "leased worker" as a consequence of Paragraph d.(1) above.

This exclusion applies:

- (3) Whether the insured may be liable as an employer or in any other capacity; and
- (4) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to liability assumed by the insured under an "insured contract".

As used in this exclusion, "employee" shall include any volunteer worker of the insured, including a volunteer or call firefighter or police officer, for whom the insured has an obligation under a workers' compensation, disability benefits or unemployment compensation law, Massachusetts General Laws Chapter 41 or any similar law if the volunteer worker is injured in the course of his

or her activities on the insured's behalf or performance of duties related to the conduct of the insured's business.

e. Fellow "Employee"

"Bodily injury":

- (1) 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;
- (2) To the spouse, child, parent, brother, sister or estate of that "employee" as a consequence of Paragraph e.(1) above; or
- (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs e.(1) or e.(2) above.

As used in this exclusion, "employee" shall include any volunteer worker of the insured, including a volunteer or call firefighter or police officer, if the volunteer worker is injured, while in the course of his or her activities on the insured's behalf or performance of duties related to the conduct of the insured's business, by an "employee" or another volunteer worker of the insured using or maintaining a covered "auto".

This exclusion shall apply only if the injured person is not entitled to benefits under any workers' compensation, disability benefits or unemployment compensation law, Massachusetts General Laws Chapter 41 or any similar law.

f. 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 or to property loaned or rented to you by another governmental entity. If the covered "auto" is licensed or used to transport the public, this exclusion does not apply to "property damage" to property of the insured's passengers while such property is carried by the covered "auto".

g. Handling of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- (1) Before it is moved from the place where it is accepted by the insured for movement into or onto the covered "auto"; or
- (2) After it is moved from the covered "auto" to the place where it is finally delivered by the insured.

h. 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".

i. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- (1) Any equipment listed in Paragraphs 7.b. and 7.c. of the definition of "mobile equipment": or
- (2) Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

j. 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:

- (1) Work or operations performed by you or on your behalf; and

(2) 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 **j.(1)** or **j.(2)** above.

Your work will be deemed completed at the earliest of the following times:

- (a)** When all of the work called for in your contract has been completed;
- (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
- (c)** 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.

k. Pollution

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

- (1)** That are, or that are contained in any property that is:
 - (a)** Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (b)** Otherwise in the course of transit by or on behalf of the insured; or
 - (c)** Being stored, disposed of, treated or processed in or upon the covered "auto";
- (2)** 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
- (3)** 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.

Paragraphs **(1)(a)** and **(1)(b)** above of this exclusion only apply to damages payable for "bodily injury" or "property damage" that exceed the limits of insurance we may be required to sell you under Massachusetts law. Those limits are \$35,000 each person and \$80,000 each "accident" for "bodily injury" and \$5,000 each "accident" for "property damage". However, this provision does not apply to liability assumed under a contract or agreement. For liability assumed under contract or agreement, the above Paragraphs **(1)(b)**, **(1)(c)**, **(2)**, and **(3)** apply.

Paragraph **(1)** above of this exclusion 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 **7.b.** and **7.c.** of the definition of "mobile equipment".

Paragraphs **(2)** and **(3)** above of this exclusion do not apply to "accidents" that occur on or from public ways and roads or otherwise 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.

I. War

"Bodily injury" or "property damage" however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion or revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Law Enforcement Operations Civil Rights Violations

"Bodily injury" or "property damage" resulting from, or related in any way to, the actual or alleged violation of any federal, state, or local civil rights statute, ordinance, regulation or other law arising out of:

- (1) The ownership, maintenance, use or operation of any covered police or law enforcement "auto"; or
- (2) Any act or omission of an insured with respect to operations of your police department or any other of your law enforcement agencies.

n. Medical Professional Services

- (1) "Bodily injury" resulting from the providing of or the failure to provide any medical or other professional services.
- (2) "Bodily injury" resulting from food or drink furnished with these services.
- (3) "Bodily injury" or "property damage" resulting from the handling of corpses.

o. 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 coverage also does not apply while that covered "auto" is being prepared for such a contest or activity.

p. Punitive Damages

Fines, penalties, punitive damages, exemplary damages, or the multiplied portion of multiplied damages.

q. Fungi, Bacteria, and other microorganisms

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", bacteria, or any other microorganisms regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost, or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to, or assessing the effects of "fungi", bacteria, or other microorganisms, by any insured or by any other person or entity.

5. Limit of Insurance

Regardless of the number of covered "autos", insureds, contributions 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 Combined Single Limit of Insurance for Automobile Liability Coverage shown in the Declarations.

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, Uninsured Motorists Coverage or Underinsured Motorists Coverage which is part of this contract.

If the Limits of Insurance are shown separately for "bodily injury" and "property damage," the following applies:

Regardless of the number of covered "autos," insureds, contributions paid, claims made or vehicles involved in the "accident," our Limit of Liability is as follows:

- a. The most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is the limit of Bodily Injury Liability shown on the Declarations for each person.
- b. Subject to the limit for each person, the most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries resulting from "bodily injury" for two or more people caused by any one "accident" is the limit of Bodily Injury Liability shown on the Declarations for each "accident."
- c. The most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from "property damage" caused by any one "accident" is the limit of Property Damage Liability shown on the Declarations.

6. Deductible

- a. If a deductible amount is shown for Automobile Property Damage Liability Coverage only or Bodily Injury and Property Damage Liability combined in the Declarations, that deductible amount will apply to all damages as the result of any one "accident", regardless of the number of persons or organizations who sustain damages because of that "accident". We will include the applicable deductible amount in settlement of any "property damage" or combined "bodily injury" and "property damage" liability claim or "suit", as the case may be. However, upon notice, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

If a deductible amount is shown for Automobile Property Damage Liability Coverage only or Bodily Injury and Property Damage Liability combined in the Declarations, that deductible amount will apply to all damages as the result of any one "accident", regardless of the number of persons or organizations who sustain damages because of that "accident". We will include the applicable deductible amount in settlement of any "property damage" or combined "bodily injury" and "property damage" liability claim or "suit", as the case may be. However, upon notice, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

b. Virus or Communicable Disease

As respects claims arising out of "Communicable Disease", our obligation to pay damages, loss payments, adjustment costs, investigative fees or legal fees and costs applies only to the amount of damages in excess of the deductible amount shown as applying to "Communicable Disease" in the Declarations.

Said deductible amounts include loss payments and adjustment, investigative and legal fees and costs, whether or not loss payments are made.

The terms of this coverage, including those with respect to:

- (1) Our right and duty to defend against any "suits" seeking those damages; and
 - (2) Your duties in the event of an "accident", claim or "suit",
- apply irrespective of the application of the deductible amount.

B. Compulsory Bodily Injury to Others Coverage, if required by Law

1. Coverage Agreement

- a. We will pay all sums an insured legally must pay as damages because of “bodily injury” caused by a covered “auto” in Massachusetts “accidents”. The damages we will pay are the amounts the injured person is entitled to collect for “bodily injury” through a court judgment or settlement.
- b. We have the right to defend any lawsuit brought against anyone covered under this coverage for damages which might be payable under this coverage. We also have a duty to defend any such lawsuit, even if it is without merit. Our duty to defend ends, however, when we tender, or pay to any claimant, or to a court of competent jurisdiction, with the court’s permission, the maximum limits provided under this coverage. We may end our duty to defend at any time during the course of the lawsuit, by tendering or paying the maximum limits provided under this coverage, without the need for a judgment or settlement of the lawsuit or a release by the claimant.
- c. We have the right to settle any claim or lawsuit as we see fit. If any person covered under this contract settles a claim without our consent, we will not be bound by that settlement.

2. Coverage Extension

Supplementary Payments

In addition to our Compulsory Limit of Insurance, we will pay for the insured:

- a. All expenses we incur.
- b. Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments in any “suit” against the insured we defend, but only for bond amounts within our Compulsory Limit of Insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in any “suit” against the insured we defend.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. 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 or deposited in court the part of the judgment that is within our Compulsory Limit of Insurance.

These payments are included in and not in addition to any supplementary payments otherwise payable under Paragraph **A.2.** of SECTION II of this Coverage Form.

3. Who is an Insured

The following are insureds:

- a. You.
- b. Anyone else using a covered “auto” with your consent.

4. Exclusions

This coverage does not apply to:

- a. “Bodily injury” to guest occupants of a covered “auto”.
- b. “Accidents” occurring outside of Massachusetts or in places in Massachusetts where the public has no right of access.
- c. “Bodily injury” to any “employee” of the insured if entitled to Massachusetts workers’ compensation benefits, benefits under Massachusetts General Laws Chapter 41 or any similar law.

5. Compulsory Bodily Injury to Others Limits of Insurance

The most we will pay for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of "bodily injury" to two or more people in any one "accident" is \$40,000. This is the most we will pay as the result of a single "accident" no matter how many covered "autos" or contributions are shown on the Declarations. The limits for this coverage are included in and not in addition to the Combined Single Limit shown opposite Bodily Injury Liability Coverage on the Declarations.

6. Compulsory Bodily Injury to Others Additional Conditions

- a. The law provides a special protection for anyone entitled to damages under this coverage. We must pay their claims even if false statements were made when applying for this contract or the registration for a covered "auto". We must also pay even if you or the legally responsible person fails to cooperate with us after the "accident". We will, however, be entitled to reimbursement from the person who did not cooperate or who made false statements.
- b. If a claim is covered by us and also by another company authorized to sell auto insurance in Massachusetts, we will pay only our proportionate share. If an insured is using a covered "auto" you do not own at the time of the "accident", the owner's auto insurance pays up to its limits before we pay. Then, we will pay up to the limits for Compulsory Bodily Injury to Others Coverage stated in Paragraph 5. above for any damages not covered by that insurance.

7. Compulsory Bodily Injury to Others Additional Definitions

In addition to the Definitions in SECTION XI of this Coverage Form, the following words and phrases have special meaning for Compulsory Bodily Injury to Others Coverage:

- a. "Accident" means an unexpected, unintended event that causes "bodily injury" arising out of the ownership, maintenance or use, including the loading or unloading, of an "auto".
- b. Covered "auto" means:
 - (1) Any "auto" required to be insured by the Massachusetts Compulsory Law and described in the Auto Fleet Schedule.
 - (2) Any "auto" required to be insured by the Massachusetts Compulsory Law to which you take title as a permanent replacement for a described "auto" or as an additional "auto". We only provide coverage for an additional "auto" you acquire, lease or rent if we already cover for Liability Coverage all "autos" that you own or if you ask us to cover the additional "auto" within 30 days after you acquire, lease or rent it.
 - (3) "Trailers" required to be insured by the Massachusetts Compulsory Law with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
 - (4) "Mobile equipment" while being carried or towed by a covered "auto".
 - (5) 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 required to be insured by the Massachusetts Compulsory Law and that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

SECTION III – Physical Damage Coverage

A. Physical Damage Coverage

1. Coverage Agreement

We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage.** From any cause except:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

b. Collision Coverage. Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's " overturn.

With respect to police, fire and other emergency vehicles, accessories, including but not limited to spot lights, light racks and cages, are deemed equipment.

2. Coverage Extensions

a. Towing

We will pay up to the limit shown on the Declarations for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

b. Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

If you purchased Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- (1) "Loss" caused by contact with a bird or animal;
- (2) "Loss" caused by falling objects or missiles; and
- (3) Glass breakage.

However, glass breakage, when involving other collision "loss", shall be considered a "loss" under Collision Coverage.

c. Transportation Expenses

We will also pay for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. The amount we will pay per day is the Temporary Transportation Expense Per Day amount stated in the Declarations. This is subject to a maximum stated as the "Temporary Transportation Maximum" stated in the Declarations. We will pay these expenses only for those covered "autos" for which you carry Comprehensive Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of this contract's expiration, when the covered "auto" is returned to use or we pay for its "loss".

d. Sales Tax

If we pay for a "loss" to a covered "auto" under Physical Damage Coverage, we will also pay, subject to your deductible, all sales taxes applicable to the "loss" of an "auto".

e. Non-Owned "Autos"

We will also pay in any one "accident" up to the amount shown in the Declarations for Damage to Autos of Emergency Employees or Volunteers for Collision Coverage and Comprehensive Coverage "losses" to an "auto" owned by, leased or rented to your firefighting "employees", volunteer firefighters, police, volunteer or reserve police officers, emergency medical technicians or paramedics, public works "employees", and water and sewer "employees", including any substitute or replacement "auto", while being used by such persons but only while such persons are going directly to or returning directly from an official emergency called by you. "Autos" parked at the area of an emergency or at emergency center during an official emergency will be considered going to or returning from an emergency call.

The following conditions apply to this Coverage Extension:

- (1) The Transportation Expenses Coverage Extension in Paragraph 2.c. above does not apply to this Coverage Extension.

- (2) We will pay the person covered under this Coverage Extension for covered "loss" to an "auto" only as his or her interest may appear and only if the "auto" is legally registered and has Massachusetts compulsory auto insurance.
- (3) No coverage is provided for "loss" resulting from fraudulent acts or omissions on the part of covered persons. We will not pay if the "loss" to the "auto" is the result of arson, theft, or any other means of disposal committed by a person covered under this Coverage Extension or at the direction of such person.
- (4) If other valid and collectible insurance is available to a person covered under this Coverage Extension, our obligations are limited to paying the amount of any deductible under that other insurance, subject to the stated Limit of Insurance.

If other insurance is not available for a "loss" we cover under this Coverage Extension, our obligations are limited to paying the "loss" or damage in accordance with the conditions of Paragraphs **B.** and **D.** below, without any deduction for deductibles, subject to Damage to Autos of emergency "Employees" or Volunteers limit stated in the Declarations.

- (1) If we make any payment to a person covered under this Coverage Extension, we will have any rights against any other party assigned to us.

Except as otherwise provided in this Coverage Extension, all terms, conditions and exclusions contained in this Coverage Form are applicable to the coverage afforded under this Coverage Extension.

f. Private Passenger Auto Repair or Replacement Coverage

The following provisions apply if the Declarations shows an amount as Replacement Cost Maximum.

For any "auto" of the private passenger type purchased new which is described in your Auto Fleet Schedule SCH 001 on file with us with the Valuation Code "RC", the Physical Damage Limit of Insurance Condition under Physical Damage Coverage is amended as follows:

- (1) The most we will pay for "loss" to an "auto" covered by this endorsement is the least of the following amounts:
 - (a) Reasonable cost of repair of the covered "auto" with parts of like kind and quality; or
 - (b) The cost of a new "auto" of:
 - (i) The same make, or as similar to the same make as possible, as the damaged "auto";
 - (ii) A similar "auto" size class as the damaged auto; and
 - (iii) A similar body type and equipment as the damaged "auto"; or
 - (c) The Replacement Cost Maximum as shown on the Declarations reduced by any applicable deductible.

If the repair of a damaged part will impair the operational safety of the covered "auto", we will replace the part.

- (2) An adjustment for depreciation and physical condition will be made in determining the most we will pay if replacement parts are not of like kind and quality.
- (3) The following definitions apply solely to this coverage extension:
 - (a) "Covered auto" under this coverage extension means:
 - (i) Any owned private passenger "auto" you acquired new and described in your Auto Fleet Schedule SCH 001 with the Valuation Code "RC".
 - (ii) Any private passenger "auto" you acquire new during the contract period, as a permanent replacement for an "auto" described in Paragraph **1.** above, provided you ask us to provide this coverage for the "auto" within 30 days after you acquire it and agree to pay the additional contribution from the date of acquisition.

- (iii) Any additional private passenger "auto" you acquire new during the contract period, provided you ask us to provide this coverage for the "auto" within 30 days after you acquire it and agree to pay the additional contribution from the date of acquisition.
- (b) The Valuation Code "RC" when used in your Auto Fleet Schedule means "Replacement Cost as provided in this extension".
- (c) You may elect to have a claim settled on an actual cash value basis instead of the basis above.
- (d) As respects the replacement cost provisions provided by this coverage extension, the following exclusions are added:

This coverage does not apply to any of the following:

- (i) "Loss" to any covered "auto" caused by fire, theft, or larceny.
- (ii) "Loss" to any covered "auto" with a model year which is more than 10 years old.

As used in this exclusion, the age of the "auto" shall be determined by subtracting the model year from the year in which the current annual period of this contract ends.

In the absence of any other request by you, coverage for "autos" that are more than 10 years old will change to that provided under the Physical Damage Limit of Insurance Condition under Physical Damage Coverage on an actual cash value basis, subject to the applicable deductible shown on your Auto Fleet Schedule.

g. Loss of Use Expenses Hired Auto Physical Damage

For Hired Auto Physical Damage, we will pay expenses for which an insured becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto"; and
- (2) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is the amount per day and maximum indicated on the Declarations as Hired Auto Loss of Use Expenses.

h. Loss of Use/Rental Reimbursement Coverage

- (1) We will reimburse you in the event of "loss" to a covered "auto" for expenses incurred for the rental, not including any mileage or gasoline charges, of a substitute "auto" of equivalent type and purpose, including taxicabs, buses and other means of transportation.
- (2) We will pay only for those expenses incurred during the contract period beginning 24 hours after the "loss" and ending, regardless of the contract's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto".
 - (b) The number of days shown as Maximum Number of Days for this coverage on the Declarations.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred.
 - (b) The amount stated as Maximum Any One Day shown for this coverage on the Declarations multiplied by the number of days described in Paragraph (2) above.
 - (c) The Maximum Any One Occurrence limit shown for this coverage on the Declarations.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- (5) If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Physical Damage Coverage - Coverage Extensions.

i. Recovery Expense

We will pay for the reasonable expense of returning a stolen covered "auto" to you.

3. Exclusions

- a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

(1) War

"Bodily injury" or "property damage" however caused, arising, directly or indirectly, out of:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion or revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(2) Nuclear Hazard

- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation, or radioactive contamination, however caused.

- b. We will not pay for "loss" to any of the following:

- (1) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (2) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- (3) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals. This exclusion does not apply to electronic equipment designed solely for:
 - (a) The reproduction of sound;
 - (b) Vehicle recovery and anti-theft device systems; or
 - (c) Safety warning systems.
- (4) Any accessories used with the electronic equipment described in Paragraph (3) above.

Paragraphs b.(3) and b.(4) do not apply to:

- (a) Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by the use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (b) Any other electronic equipment that is:
 - (i) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

- (ii) An integral part of the same unit housing any sound reproducing equipment described in Paragraph (a) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

Paragraphs **b.(1)**, **b.(3)** and **b.(4)** do not apply to equipment installed in a covered "auto" that is:

- (a) Owned by you or your police or fire department and the equipment is used by your officials or "employees" in your business; or
 - (b) Equipped as an emergency vehicle and owned by a volunteer fire department, rescue squad or ambulance corps and the equipment is used by such volunteer groups for emergencies in your community.
- c. We will not pay for "loss" due to and confined to:
- (1) Wear and tear, freezing, mechanical or electrical breakdown, or your failure to maintain "special equipment". However, this exclusion does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.
 - (2) Blowouts, punctures or other road damage to tires.
- "Special equipment" as used herein means permanently attached "special equipment" common to an emergency vehicle.
- d. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- e. We will not pay for "loss" to a covered "auto" due to "diminution in value".

B. Physical Damage Limit of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the "auto" or any of its parts at the time of the "loss", including the cost of removing the vehicle from location of "accident"; or
 - b. The cost of repairing or replacing the "auto" or any of its parts with other property of like kind and quality. Such cost shall include the reasonable costs of transporting the vehicle from the location of the accident to the location of repair; reduced by any applicable deductible.
- If the repair of a damaged part will impair the operational safety of the covered "auto", we will replace the part.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

C. Physical Damage Deductible

1. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.
2. Any deductible under Comprehensive Coverage does not apply to glass breakage or to our obligation to pay for transportation expenses incurred following a theft of a covered "auto" of the private passenger type.
3. Regardless of anything to the contrary, any Comprehensive Coverage deductible shown on the Declarations does apply to "loss" caused by fire or lightning.
4. When more than one covered "auto" sustains a Comprehensive or Collision "loss" in one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the one highest applicable deductible shown in the Declarations for all such damaged or stolen "autos".

5. The deductible amount shown on the Declarations for Physical Damage Collision Coverage does not apply to any "auto" to which such coverage applies if:
 - a. That "auto" was legally parked when struck by another "auto" owned by an identified person.
 - b. That "auto" was struck in the rear by another "auto" moving in the same direction and owned by an identified person.
 - c. The operator of the other "auto" was convicted of any of the following violations:
 - (1) Operating under the influence of alcohol, marijuana or a narcotic drug.
 - (2) Driving the wrong way on a one-way street.
 - (3) Operating at an excessive rate of speed.
 - (4) Any similar violation of any similar law of any state, other than Massachusetts, in which the "accident" occurs.

However, we will not pay if the operator of the "auto" covered under this Coverage was also convicted of one of these violations.

- d. You are entitled to recover in court against an identified person for some reason other than those listed above.

D. Physical Damage Additional Conditions

The following conditions are added for Physical Damage Coverage:

1. You must allow us to have the "auto" appraised after a collision or "loss". If you have the covered "auto" repaired in accordance with the appraisal, you must then send us a Completed Work Claim Form.

We must pay you within 7 days after receiving the form. If you request us to, we will pay the repair shop directly; however, the repair shop must certify that it meets certain requirements. We have the right to inspect all repairs.

2. If you choose not to have the covered "auto" repaired or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the actual cash value of the covered "auto" and pay you that amount less your deductible. We will never pay more than what it would cost to repair the damage or replace the damaged or stolen property. Our payment automatically reduces the actual cash value of the covered "auto" if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have the right to inspect all repairs.
3. If we fail to pay you within 7 days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in failing to pay you on time, you are entitled to double the amount of damages plus costs and reasonable attorneys' fees.
4. If we pay for the total "loss" of a covered "auto":
 - a. We will suspend the Collision Coverage for the damaged covered "auto" until the covered "auto" passes a Motor Vehicle Safety Inspection test.
 - b. We may suspend coverage for a fire or theft "loss" under Comprehensive or Collision for any replacement "auto" unless it is made reasonably available for our inspection within two Registry of Motor Vehicle business days following the day you acquired, leased or rented it.
 - c. We have the right, if we so choose, to take title to the "auto". We also have the right, if we so choose, to take any damaged part for which we pay.

SECTION IV – Personal Injury Protection Coverage

A. Personal Injury Protection Coverage

The benefits under this coverage are commonly known as PIP or No-Fault benefits. It makes no difference who is legally responsible for the "accident."

1. Coverage Agreement

We will pay the benefits described below to an insured injured or killed in an auto "accident". Benefits are paid only for expenses or losses actually incurred within two years after the "accident."

We will pay three kinds of benefits:

a. Medical Expenses

We will pay all reasonable expenses incurred as a result of the "accident" for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing, and funeral expenses.

b. Lost Wages

If an injured person is out of work because of the "accident", we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the "accident". We will not pay for the "loss" of any other type of income. If the injured person was unemployed at the time of the "accident", we will pay up to 75% of the amount he or she actually lost in earning power as a result of the "accident". Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this coverage and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an "accident". In that case, we will pay for lost wages resulting from any other illness or injury that person has within one year of our last payment. The exact amount of our payment under this paragraph will be determined by Massachusetts law.

c. Replacement Services

We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

2. Who is an Insured

- a. Any person, if injured while "occupying" a covered "auto" with your consent.
- b. Any of your elected or appointed officers, or anyone living in their households, if injured while "occupying" an "auto" which does not have Massachusetts Compulsory Auto Insurance, or if struck by an "auto" which does not have Massachusetts Compulsory Auto Insurance, unless that injured person has a Massachusetts auto policy of his or her own providing similar coverage or is covered by a Massachusetts auto policy of anyone living in his or her household providing similar coverage.
- c. Any "pedestrian", if injured by a covered "auto" in Massachusetts, or any Massachusetts resident who, while a "pedestrian", is struck by a covered "auto" outside of Massachusetts.

3. Exclusions

This coverage does not apply to:

- a. Anyone who, at the time of the "accident", was operating or "occupying" a motorcycle or any motor vehicle not subject to motor vehicle registration.
- b. Anyone who contributed to his or her injury by operating an "auto":
 - (1) While under the influence of alcohol, marijuana, or a narcotic drug.
 - (2) While committing a felony or seeking to avoid arrest by a police officer.
 - (3) With the specific intent of causing injury to himself, herself or others.
- c. Anyone who is entitled to workers' compensation or similar benefits for the same injury or who is entitled to benefits under Massachusetts General Laws Chapter 41 or any similar law.

B. Personal Injury Protection Limit of Insurance

For any one "accident", we will pay as many people as are injured, but the most we will pay for all benefits to any one person is \$8,000. This is the most we will pay as the result of a single "accident" no matter how many covered "autos" or contributions are shown on the Declarations. Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization, partnership or corporation to provide, pay for, or reimburse the cost of medical expenses. If so, we will pay up to \$2,000 of medical expenses for any injured person. We will also pay medical expenses in excess of \$2,000 for such injured person which will not be paid by a medical expense provider. In either case, our total payment for medical expenses, lost wages and replacement services will not exceed \$8,000.

C. Personal Injury Protection Additional Conditions

The conditions of this contract are changed for Personal Injury Protection Coverage by adding:

1. If the "accident" is in Massachusetts or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time - usually thirty days. If the "accident" is outside of Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.
2. If anyone is entitled to Personal Injury Protection benefits and also to benefits under any other coverage provided by this contract, we will pay from this coverage first.
3. We will not pay Personal Injury Protection benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a settlement or court judgment.
4. If anyone covered under this contract is also entitled to Personal Injury Protection benefits from any other auto policy, contract or bond, the total benefits payable will not be more than the highest amount payable under whichever one of the policies, contracts or bonds would have paid the most. In that case, each insurer will pay only its proportionate share. We will not pay benefits under this coverage which duplicate payments made under the No-Fault coverage of any other auto policy, contract or bond.
5. We must be authorized to obtain medical reports and other records pertinent to the claim.
6. Within two years after an "accident", we may, at our option, pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone under this coverage who is unwilling or unable to pay such cost. Our payment will not exceed the cost of renewing or continuing such policy for a period of two years after the "accident". Also, our payment will not operate to reduce the benefits otherwise payable under this coverage.

D. Personal Injury Protection Additional Definitions

The following definition is added for Personal Injury Protection Coverage:

"Accident" means an unexpected, unintended event that causes "bodily injury" arising out of the ownership, maintenance or use, including the loading or unloading of an "auto".

SECTION V – Uninsured Motorists Coverage

A. Uninsured Motorists Coverage

1. Coverage Agreement

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the insured caused by an "accident". The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".

The most we will pay for damages to or for anyone injured in the following situations is \$35,000 for each person and \$80,000 for each "accident" or the limits you purchased, whichever is more:

- a. Anyone injured while using an "auto" without the consent of the owner.

- b. Anyone injured while an "auto" is being operated in a prearranged or organized racing, speed or demolition contest or in practice or preparation for any such contest.

2. Who Is an Insured

- a. Any of your elected or appointed officers, or any of their "household members", if he or she is injured as a "pedestrian" or while "occupying" an "auto" you do not own, provided he or she is:

- (1) In the course of your business; or

- (2) In the course of travel to or from your business.

We will not pay damages to or for any person who has an auto policy of his or her own providing uninsured auto insurance or who is covered by an auto policy of any "household member" providing uninsured auto insurance.

If you have two or more Massachusetts auto policies or contracts which provide this coverage at different limits, the one with the highest limits will pay.

If there are two or more policies or contracts which provide this coverage at the same limits, we will only pay our proportionate share.

If you have two or more "autos" covered with us with different uninsured auto limits, the limits for the "auto" with the highest limits will apply.

- b. Anyone "occupying" a covered "auto".

We will not pay damages to or for any person who has an auto policy of his or her own providing uninsured auto insurance or who is covered by an auto policy of any "household member" providing uninsured auto insurance.

If you have two or more "autos" covered with us with different uninsured auto limits, we will only pay up to the limits shown on the Declarations or any endorsement attached hereto for the "auto" the insured person is "occupying" when injured.

- c. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this coverage.

3. Exclusions

This coverage does not apply to any of the following:

- a. The direct or indirect benefit of any insurer or self-insurer under a workers' compensation, disability benefits or similar law, including, but not limited to an insurer or self-insurer providing benefits under Massachusetts General Laws Chapter 41 or any similar law.
- b. Any person if struck by, or while "occupying", an "auto" (other than a covered "auto") owned by that person or any of his or her "household members".
- c. Any person if struck by, or while "occupying", an "auto" owned by that person which does not have Massachusetts Compulsory Auto Insurance.

B. Uninsured Motorists Limits of Insurance

- 1. The most we will pay for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is shown on the Declarations as the each person limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of "bodily injury" to two or more people in any one "accident" is shown on the Declarations as the each accident limit. This is the most we will pay as the result of a single "accident".
- 2. The limits of two or more "autos" or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this coverage, regardless of the number of "autos" involved, persons covered, claims made, or contributions shown on the Declarations.
- 3. We will not make payments under this coverage which duplicate payments under the uninsured motorist coverage of any other auto policy, contract or bond.

4. We will reduce the damages an injured person is entitled to recover by:
 - a. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damage for "bodily injury".
 - b. The amount paid under a workers' compensation, disability benefits, Massachusetts General Laws Chapter 41 or any similar law.
5. We will pay the balance of the damages up to the limits shown for this coverage on the Declarations.

C. Uninsured Motorists Changes in Conditions

1. The conditions are changed for Uninsured Motorist Coverage as follows:
 - a. The Other Insurance Condition is deleted.
 - b. The Two or More Coverage Forms or Contracts Issued by Us Condition is deleted.
2. The following conditions are added for Uninsured Motorists Coverage:

a. Arbitration

If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

b. Settlement or Judgment

If an insured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

D. Uninsured Motorists Additional Definitions

The following definitions are added for Uninsured Motorists Coverage:

1. "Accident" means an unexpected, unintended event that causes "bodily injury" arising out of the ownership, maintenance or use, including the loading or unloading, of an "auto".
2. Covered "auto" means covered "auto" as described for Optional Liability Coverage in this form; except that covered "auto", with respect to an "auto" required to be insured by the Massachusetts Compulsory Law, includes covered "auto" as defined in Compulsory Bodily Injury to Others Coverage of this form.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. To which no "bodily injury" liability policy or bond applies at the time of the "accident";
 - b. To which a "bodily injury" liability policy or bond applies at the time of the "accident", but the insuring or bonding company denies coverage or becomes insolvent; or
 - c. Which is a hit-and-run vehicle and neither the operator nor owner can be identified.
4. However, "uninsured motor vehicle" does not include any vehicle:
 - a. Owned by a governmental unit or someone who is legally self-insured;
 - b. Owned or regularly used by you;
 - c. Designed for use mainly off public roads while not on public roads;
 - d. Operated on rails or crawler treads; or
 - e. While located for use as a residence or premises.

SECTION VI – Underinsured Motorists Coverage

A. Underinsured Motorists Coverage

1. Coverage Agreement

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "underinsured motor vehicle." The damages must result from "bodily injury" sustained by the insured caused by an "accident". The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an underinsured motor vehicle.

2. Who is an Insured

- a. Any of your elected or appointed officers, or any of their "household members", if he or she is injured as a "pedestrian" or while "occupying" an "auto" you do not own, provided he or she is:

- (1) In the course of your business; or
- (2) In the course of travel to or from your business.

We will not pay damages to or for any person who has an auto policy of his or her own providing underinsured auto insurance or who is covered by any auto policy of any "household member" providing underinsured auto insurance.

If you have two or more Massachusetts auto policies or contracts which provide this coverage at different limits, the one with the highest limits will pay.

If there are two or more policies or contracts which provide this coverage at the same limits, we will only pay our proportionate share.

If you have two or more "autos" covered with us with different underinsured auto limits, the limits for the "auto" with the highest limits will apply.

- b. Anyone "occupying" a covered "auto".

We will not pay damages to or for any person who has an auto policy of his or her own providing underinsured auto insurance or who is covered by any auto policy of any "household member" providing underinsured auto insurance.

If you have two or more "autos" covered with us with different underinsured auto limits, we will only pay up to the limits shown on the Declarations or any endorsement attached hereto for the "auto" the insured person is "occupying" when injured.

- c. Anyone else for damages he or she is entitled to recover because of injury to a person covered under this coverage.

3. Exclusions

This coverage does not apply to any of the following:

- a. The direct or indirect benefit of any insurer or self-insurer under a workers' compensation, disability benefits, Massachusetts General Laws Chapter 41 or any similar law.
- b. Any person if struck by, or while "occupying", an "auto" (other than a covered "auto") owned by that person or any of his or her "household members".
- c. Any person if struck by, or while "occupying", an "auto" owned by that person which does not have Massachusetts Compulsory Auto Insurance.
- d. Anyone injured while using an "auto" without the consent of the owner.

B. Underinsured Motorists Limits of Insurance

1. We will reduce the damages an injured person is entitled to recover by:

- a. The total amount collected from the automobile bodily injury liability insurance covering the legally responsible owners and operators of all insured "autos".

- b. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damages for "bodily injury".
 - c. The amount paid under a workers' compensation, disability benefits, Massachusetts General Laws Chapter 41 or any similar law.
 - d. Any expenses that are payable or would have been payable except for a deductible under the Personal Injury Protection coverage of this contract or any other Massachusetts auto policy.
2. If only one person sustains "bodily injury", we will pay any unpaid damages up to the difference between the total amount collected from the automobile bodily injury liability insurance covering the legally responsible owners and operators of all insured "autos" and the each person limit shown for this coverage on the Declarations. This is the most we will pay for injuries to one or more persons as the result of "bodily injury" to any one person in any one "accident".
 3. If two or more people sustain "bodily injury" and are covered under this coverage, we will pay any unpaid damages up to the difference between the automobile bodily injury liability insurance "each accident" limit covering the legally responsible owners and operators of all insured "autos" and the each accident limit shown for this coverage on the Declarations. This is the most we will pay for injuries to two or more people as the result of "bodily injury" to two or more people in any one "accident".
 4. The determination as to whether an injured person is legally entitled to recover damages from the legally responsible owners or operators of all insured "autos" will be by agreement between us and the injured person. The amount of damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached.
 5. The limits of two or more "autos", policies, contracts, or bonds shall not be added together, combined, or stacked, to determine the limits of insurance available to anyone covered under this coverage, regardless of the number of "autos" involved, persons covered, claims made, or contributions shown on the Declarations.
 6. We will not make payments under this Coverage which duplicate payments under the underinsured auto insurance of any other policy, contract or bond.

C. Underinsured Motorists Changes in Conditions

1. The conditions are changed for Underinsured Motorist Coverage as follows:
 - a. The Other Insurance Condition is deleted.
 - b. The Two or More Coverage Forms or Contracts Issued by Us Condition is deleted.
2. The following conditions are added for Underinsured Motorists Coverage:

a. Arbitration

If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "underinsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

b. Settlement or Judgment

If an injured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

D. Underinsured Motorists Additional Definitions

The following definitions are added for Underinsured Motorists Coverage:

1. "Accident" means an unexpected, unintended event that causes "bodily injury" arising out of the ownership, maintenance or use, including the loading or unloading, of an "auto".
2. Covered "auto" means covered "auto" as described for Optional Liability Coverage in this form; except that covered "auto", with respect to an "auto" required to be insured by the Massachusetts Compulsory Law, includes covered "auto" as defined in Compulsory Bodily Injury to Others Coverage of this form.
3. "Underinsured motor vehicle" means an "auto" for which the limits for automobile bodily injury liability insurance covering the owner and operator of that "auto" are:
 - a. Less than the limits shown for this coverage on the Declarations; and
 - b. Not sufficient to pay for the damages sustained by the injured person.

However, "underinsured motor vehicle" does not include any vehicle while located for use as a residence or premises.

SECTION VII – Auto Medical Payments Coverage

A. Medical Payments Coverage

1. Coverage Agreement

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred within two years from the date of the "accident".

2. Who is an Insured

- a. Any of your elected or appointed officers, or any of their "household members", if he or she is injured as a "pedestrian" or while "occupying" an "auto" you do not own.

If you have two or more "autos" covered with us with different auto medical payments limits, the limit for the "auto" with the highest limit will apply.

- b. Anyone "occupying" a covered "auto".

If you have two or more "autos" covered with us with different auto medical payments limits of we will only pay up to the limits shown on the Declarations for the "auto" the insured person is "occupying" when injured.

3. Exclusions

This coverage does not apply to any of the following:

- a. "Bodily injury" sustained by an insured while "occupying" a vehicle located for use as a premises or residence.
- b. "Bodily injury" sustained by any of your elected or appointed officers or any of their "household members" while "occupying" or struck by any vehicle (other than a covered "auto") owned by, or furnished or available for the regular use of, the injured person or any of his or her "household members".
- c. "Bodily injury" to your "employee" arising out of and in the course of employment by you.
- d. "Bodily injury" to an insured while working in a business of selling, servicing, repairing or parking "autos", unless that business is yours.
- e. "Bodily injury" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution or any of their consequences.
- f. "Bodily injury" to anyone using a vehicle without reasonable belief that the person is entitled to do so.

B. Medical Payments Limit of Insurance

1. Regardless of the number of covered "autos", insureds, contributions paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each insured injured in any one "accident" is the Limit of Insurance for Medical Payments Coverage shown in the Declarations.
2. We will not pay under this Coverage for any expenses that are payable or would have been payable except for a deductible under the Personal Injury Protection coverage of this contract or any other Massachusetts auto policy.

C. Medical Payments Changes in Conditions

The Conditions are changed for Medical Payments Coverage as follows:

1. The Transfer of Rights of Recovery Against Others to Us Condition does not apply.
2. The reference in Other Insurance Condition to "other collectible insurance" applies only to other collectible auto medical payments insurance.

D. Medical Payments Additional Definitions

The following definitions are added for Medical Payments Coverage:

1. "Accident" means an unexpected, unintended event that causes "bodily injury" arising out of the ownership, maintenance or use, including the loading or unloading, of an "auto".
2. Covered "auto" means an "auto" described in your Auto Fleet Schedule on file with us.
3. An "auto" you acquire, lease or rent will be a covered "auto" for this coverage only if:
 - a. We already cover all "autos" that you own for this coverage or it replaces an "auto" you previously owned that had this coverage; or
 - b. You tell us within 30 days after you acquire, lease or rent it that you want us to cover it for this coverage and agree to pay the additional contribution from the date of acquisition.

SECTION VIII – Garage Liability

The coverages in this section Garage Liability only apply if a contribution is shown next to Garage Liability on the Declarations page.

A. Coverage

1. "Garage Operations" – Other Than Covered "Autos"

We will pay all sums an insured legally must pay as damages because of "bodily injury" or "property damage" to which this coverage applies, caused by an "accident" and resulting from "garage operations" other than the ownership, maintenance or use of covered "autos".

We have the right and duty to defend any "suit" asking for such damages, even if it is without merit. However, we have no duty to defend any "suit" for "bodily injury" or "property damage" not covered by this contract. We may investigate and settle any claim or "suit" as we consider appropriate. If an insured settles a claim without our consent, we will not be bound by that settlement. But:

- a. The amount we will pay for damages is limited as described below in Limits of Insurance; and
- b. Our duty to defend ends when we tender or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the Liability Coverage Limit of Insurance – "Garage Operations" – Other Than Covered "Autos". We may end our duty to defend at any time during the course of the "suit" by tendering or paying the maximum amount of the Liability Coverage Limit of Insurance – "Garage Operations" – Other Than Covered "Autos", without the need for a judgment or settlement of the "suit" or a release by the claimant.

2. “Garage Operations” Covered “Autos”

We will pay all sums an insured legally must pay as damages because of “bodily injury” or “property damage” to which this coverage applies, caused by an “accident” and resulting from “garage operations” involving the ownership, maintenance or use of covered “autos”.

We will also pay all sums an insured legally must pay as a “covered pollution cost or expense” to which this coverage applies, caused by an “accident” and resulting from “garage operations” involving 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 coverage applies that is caused by the same “accident”.

We have the right and duty to defend any “suit” asking for such damages or a “covered pollution cost or expense”, even if it is without merit. However, we have no duty to defend any “suit” seeking damages for “bodily injury” or “property damage” or a “covered pollution cost or expense” not covered by this endorsement. We may investigate and settle any claim or “suit” as we consider appropriate. If an insured settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender or pay to any claimant or to a court of competent jurisdiction, with the court’s permission, the maximum amount of the Liability Coverage Limit of Insurance, “Garage” Operations – Covered “Autos”. We may end our duty to defend at any time during the course of the “suit” by tendering or paying the maximum amount of the Liability Coverage Limit of Insurance, “Garage” Operations – Covered “Autos” without the need for a judgment or settlement of the “suit” or a release by the claimant.

B. Coverage Extensions

In addition to the Limit of Insurance, we will pay, with respect to any claim we investigate or settle, or any “suit” we defend:

1. All expenses we incur.
2. Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
3. The cost of bonds to release attachments in any “suit” we defend, but only for bond amounts within our applicable Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off from work.
5. All costs taxed against the insured in the “suit”.
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment; 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 applicable Limit of Insurance.

These payments are included in and not in addition to any payment otherwise payable under Paragraph **A. 2.** – Coverage Extensions of SECTION II.

C. Exclusions

In addition to the Exclusions elsewhere in this contract, this coverage does not apply to any of the following:

1. “Bodily injury”.
 - a. To any fellow student of the insured arising out of and in the course of his or her education by you;
 - b. To the spouse, child, parent, brother, sister or estate of that student as a consequence of Paragraph 1.a. above; or

- c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs 1.a. or 1.b. above
2. Leased "autos" any covered "auto" while leased or rented to others.
 3. "Property damage" to any of your "products" if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.
 4. "Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.
 5. Loss of use of other property not physically damaged if caused by:
 - a. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
 - b. A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.
 6. Damages claimed for any "loss", cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
 7. Pollution Exclusion Applicable to "Garage Operations" – Other Than Covered "Autos".

"Bodily injury", "property damage" or loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

 - a. At or from any premises, site or location that is or was at any time owned or occupied by or rented or loaned to, any insured;
 - b. At or from any premises, site or location that is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - c. At or from any premises, site or location on which any insured or any contractors or sub-contractors working directly or indirectly on any insured's behalf are performing operations:
 - (1) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of the "pollutants"; or
 - (2) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - d. That are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom you may be legally responsible.

Paragraphs 7.a. and 7.c.(2) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. In this exclusion, a hostile fire means one that becomes uncontrollable or breaks out from where it was intended to be.

Paragraph 7.a. does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Loss, cost or expense means those resulting from any:

- (1) Request, demand or order 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"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of "pollutants".

D. Who is an Insured

For “garage operations” other than covered “autos” the following are insureds:

1. You.
2. Your officers, “employees” or students while acting within the scope of their duties as such.

For “garage operations” – covered “autos”, the Insureds are those stated in Paragraph **A.3**. Who is an Insured of SECTION II – Liability Coverages of this contract.

E. Limit of Insurance

1. Aggregate Limit of Insurance – “Garage Operations” – Other Than Covered “Autos”

For “garage operations” other than the ownership, maintenance or use of covered “autos”, the following applies:

Regardless of the number of insureds, claims made or “suits” brought or persons or organizations making claims or bringing “suits”, the most we will pay for the sum of all damages involving “garage operations” other than “auto” is the Aggregate Limit of Insurance for Garage Liability – Other Than Covered “Autos” for stated on the Declarations.

Damages payable under the Aggregate Limit of Insurance “Garage Operations” – Other Than Covered “Autos” consist of damages resulting from “garage operations”, other than the ownership, maintenance or use of the “autos” indicated in SECTION I of this contract as covered “autos”.

Damages payable under the Each “Accident” Limit of Insurance – “Garage Operations” – Other Than Covered “Autos” are not payable under the Each “Accident” Limit of Insurance - “Garage Operations” - Covered “Autos”.

Subject to the above, the most we will pay for all damages resulting from all “bodily injury” and “property damage” resulting from any one “accident” is the Each “Accident” Limit of Insurance “Garage Operations” – Other Than Covered “Autos” for Liability Coverage shown in the Declarations.

All “bodily injury” and “property damage” resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one “accident”.

The Aggregate Limit of Insurance “Garage Operations” – Other Than Covered “Autos” applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the contract period shown in the Declarations, unless the contract period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding annual period for purposes of determining the Aggregate Limit of Insurance “Garage Operations” – Other Than Covered “Autos”.

When the initial contract period is less than 12 months, the Limits of Insurance apply separately to that period.

2. Limit of Insurance – “Garage Operations” Covered “Autos”

For “accidents” resulting from “garage operations” involving the ownership, maintenance or use of covered “autos”, the following applies:

Regardless of the number of covered “autos”, insureds, contributions 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” involving a covered “auto” is Each “Accident” Limit of Insurance – “Garage Operations” Covered “Autos” for Liability Coverage.

Damages and “covered pollution cost or expense” payable under the Each “Accident” Limit of Insurance – “Garage Operations” Covered “Autos” are not payable under the Each “Accident” Limit of Insurance – “Garage Operations” – Other Than Covered “Autos”.

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 contract and any Medical Payments Coverage or Underinsured Motorists Coverage in this contract.

SECTION IX – Garagekeepers Coverage

The coverages in this section Garagekeepers Coverage only apply if a contribution is shown next to Garagekeepers Coverage on the Declarations page.

Garagekeepers Coverage applies on a legal liability basis unless one of the Direct Coverage Options is indicated by an "X" on the Declarations:

Direct Coverage Options:

1. Excess Insurance

If this box is checked on the Declarations, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance covers your or any other insured's interest or the interest of the covered "auto's" owner.

2. Primary Insurance

If this box is checked on the Declarations, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

A. Covered "Autos"

This coverage applies if the numerical symbol 30 is entered next to this coverage on the Declarations. In that case, customer's "autos" left with you for service, repair, storage, or safekeeping are added as covered "autos" for the coverage provided under section.

B. Garagekeepers Coverage

1. Coverage

We will pay all sums the insured legally must pay as damages for "loss" to a covered "auto" or covered "auto" equipment left in the insured's care while the insured is attending, servicing, repairing, parking, or storing it in your "garage operations" under:

- a. Comprehensive Coverage.** From any cause except:
 - (1)** The covered "auto's" collision with another object; or
 - (2)** The covered "auto's" overturn.
- b. Collision Coverage.** Caused by:
 - (1)** The covered "auto's" collision with another object; or
 - (2)** The covered "auto's" overturn.

We have the right and duty to defend any "suit" asking for these damages, even if it is without merit. However, we have no duty to defend any "suit" seeking damages for "loss" not covered. We may investigate and settle any claim or "suit" as we consider appropriate. If an insured settles a claim without our consent, we will not be bound by that settlement. Our duty to defend or settle ends for a coverage when we tender or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the applicable Limit of Insurance. We may end our duty to defend at any time during the course of the "suit", by tendering, or paying the maximum amount of the applicable Limit of Insurance.

2. Coverage Extension

In addition to the Limit of Insurance, we will pay, with respect to any claim we investigate or settle, or any "suit" we defend:

- a.** All expenses we incur.
- b.** The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our applicable Limits of Insurance. We do not have to furnish these bonds.

- c. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the insured in the "suit".
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment; 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 applicable Limit of Insurance.

3. Exclusions

- a. This coverage does not apply to any of the following:
 - (1) Liability resulting from any agreement by which the insured accepts responsibility for "loss".
 - (2) "Loss" due to theft or conversion caused in any way by you, your officers, "employees" or students.
 - (3) Defective parts or materials.
 - (4) Faulty "work you performed."
 - (5) "Property damage" to any of your "products" if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.
 - (6) "Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.
 - (7) Loss of use of other property not physically damaged if caused by:
 - (a) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
 - (b) A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed." But this exclusion does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.
 - (8) Damages claimed for any "loss," cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- b. We will not pay for "loss" to any of the following:
 - (1) Tape decks or other sound reproducing equipment, unless permanently installed in a covered "auto".
 - (2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - (3) Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the covered "auto's" manufacturer for the installation of a radio.
 - (4) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.

4. Who is an Insured

The following are insureds for "loss" to covered "autos" and covered "auto" equipment under this section:

- a. You.
- b. Your officers, "employees" or students while acting within the scope of their duties as such.

5. Limit of Insurance and Deductible

- a. Regardless of the number of covered "auto's", insureds, contributions paid, claims made or "suits" brought, the most we will pay for each "loss" is the Garagekeepers Coverage Limit of Insurance shown in the Declarations minus the applicable deductible for "loss" caused by comprehensive, or collision.
- b. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive Coverage is the most that will be deducted for all "loss" in any event caused by theft or mischief or vandalism.
- c. Sometimes to settle a claim or "suit," we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that portion of the deductible that we paid.

SECTION X – Auto Conditions

A. Auto "Loss" Conditions

1. Appraisal for Physical Damage "Loss"

If you and we disagree on value of a covered "auto" or the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual value of the covered "auto" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties in the Event of Accident, Claim, Suit or Loss

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

- a. In the event of "accident", claim, "suit" or "loss" of which you have knowledge, you must give us or our authorized representative prompt notice of the "accident" or "loss". Such notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The insured's name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by any of your agents, servants, or "employees" shall not in itself constitute knowledge of an "accident", claim, "suit" or "loss" by you, unless an "executive officer" of the Member Named Insured or a designee of such "executive officer" shall receive such notice of such "accident", claim, "suit" or "loss" from any of your agents, servants or "employees".

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

- (4) Authorize us to obtain medical reports and other records pertinent to the claim.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen. You must also report a fire "loss" to the fire department. The notice to the police or fire department must be on the form required by law.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage or "loss". 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.

We may also require you and any person seeking payment under any coverage provided by this contract to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.

3. Legal Action Against Us

No one may bring a legal action against us under this contract until:

- a. There has been full compliance with all the terms of this contract; and
- b. Under Liability Coverage, we agree in writing that an insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No one has any right under this contract to bring us into any action to determine the insured's liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense and 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.

5. Transfer of Rights of Recovery Against Others to Us

Sometimes we may make a payment under this contract to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we then recover more than we paid, we will pay that person the excess, less his or her proportionate share of the recovery, including reasonable attorneys' fees.

Any amount recovered, because of a payment we make under Uninsured Motorists Coverage or Underinsured Motorists Coverage of this contract, shall first be applied to any unpaid damages due that person. Such unpaid damages must be a part of a claim settled with our consent or a part of a judgment resulting from a lawsuit brought with our written consent. Any balance then remaining shall be applied to the amounts we have paid under Uninsured Motorists Coverage or Underinsured Motorists Coverage. We will reduce the amount we will pay that person by his or her proportionate share of the costs of recovery including reasonable attorneys' fees.

Sometimes you or someone else may recover money from the person legally responsible for an "accident" and also receive money from us for the same "accident". If so, the amount we paid must be repaid to us to the extent that you or someone else recovers.

If you or someone else recover money from the person legally responsible for the "accident" and also receive money from us for the same "accident" as a payment under Uninsured Motorists Coverage or

Underinsured Motorists Coverage of this contract, we must be repaid for any amounts so paid but only to the extent that such recovery exceeds any unpaid damages due that person under a claim settled with our consent or judgment resulting from a lawsuit brought with our written consent.

Whenever we are entitled to repayment from anyone, the amount owed us can be reduced by our proportionate share of the costs of recovering the money, including reasonable attorneys' fees.

B. Auto General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of any obligations under this Coverage Form.

2. Cancellation

In addition to the Cancellation Condition in the Common Contract Conditions, Massachusetts law provides that your contract automatically terminates when:

- a. You return the registration plates for a covered "auto" to the Registry of Motor Vehicles.
- b. You purchase a new policy with another company covering a covered "auto" and you file a new Certificate of Insurance with the Registry of Motor Vehicles.
- c. You sell or transfer a covered "auto" and do not register another covered "auto" in the time required by Massachusetts law.

However, if you have more than one covered "auto", the termination of coverage applies only to the "auto" involved in one of the situations described above.

Any notice of cancellation will be sent to you at your last address shown on the Declarations or Change Endorsement at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice.

In order to cancel the rights of any loss payee shown in the contract, a notice of cancellation must also be sent to the loss payee in a similar manner.

3. Concealment, Misrepresentation or Fraud

Except with respect to the coverages you are required to purchase in order to register your "auto" in Massachusetts, we may refuse to pay claims if any oral or written misrepresentation or warranty made in the negotiation of this contract by you, or on your behalf, was made with an actual intent to deceive or if the matter misrepresented or warranted increased the risk of loss.

4. Contract Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the contract period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- c. The United States of America;
- d. The territories and possessions of the United States of America;
- e. Puerto Rico; and
- f. Canada.

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

5. Contributions

- a. We will compute all contributions for this Coverage in accordance with our applicable rules, rates, rating plans, contributions and minimum contributions.
- b. If this contract is issued for more than one year, the contribution for this coverage will be computed annually based on our rates or contributions in effect at the beginning of each year of the contract.
- c. The estimated contribution for this Coverage is based on the exposures you told us you would have when this contract began. We will compute the final contribution due when we determine your actual exposures. The estimated total contribution will be credited against the final contribution due you and you will be billed for the balance, if any. If the estimated total contribution exceeds the final contribution due, you will get a refund.
- d. You must keep records of the information we need for contribution computation and send us copies at such times as we may request.
- e. You are responsible for the payment of all contributions and will be the payee for any return contributions we pay.

6. No Benefit to Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

7. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary coverage. For any covered "auto" you do not own, the coverage 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 this 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 for a period of 60 days or more 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".

This Coverage Form provides excess coverage for "loss" or damage to a Hired Auto. The most we will pay for "loss" or damage to a Hired Auto that is covered by other insurance or a self-insurance program is the deductible amount of such other insurance or self-insurance covering the same "loss" or damage.

- c. Regardless of the provisions of Paragraph 7.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 insurance policy provides coverage on the same basis, either excess or primary, we will pay only our share of a covered loss. 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.
- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

8. Separation of Insureds

Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom claim is made or "suit" is brought.

9. Two or More Coverage Forms or Contracts Issued by Us

If this Coverage Form and any other Coverage Form, contract or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms, contracts or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form, contract or policy. This condition does not apply to any Coverage Form, contract or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION XI – Definitions

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage". Accident includes any occurrence related to the use of an "auto".
- B. "Accused insured" means any insured who is charged in a criminal proceeding or has been alleged in a "suit" by another of having committed sexual abuse or molestation.
- C. "Auto" means a land motor vehicle, "trailer" or semi-trailer designed for travel on public roads but does not include "mobile equipment".
- D. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death as a result of the "bodily injury" sustained by that person.
- E. "Communicable Disease" means a contagious disease or illness arising out of a biological virus transmitted or spread, directly or indirectly, to a person from a person, from an animal, or through the vector of the inanimate environment.
- F. "Customer's auto" means a customer's land motor vehicle, "trailer" or semitrailer. Customers include your officers, "employees" and students, and members of their households, who have left their vehicles in your care, custody or control for service, repair, storage or safekeeping.
- G. "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, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (i) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (ii) Otherwise in the course of transit by or on behalf of the insured; or
 - (iii) 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 2.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:

- (i) 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

- (ii) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 7.b. or 7.c. of the definition of "mobile equipment".

Paragraphs 2.b. and 2.c. above do not apply to "accidents" that occur on public ways or roads or otherwise away from premises owned by or rented to an insured with respect to "pollutants" not in or upon a covered "auto" if:

- (iii) 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

- (iv) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- H. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- I. "Employee" means any compensated or non-compensated "employee", including volunteer workers and student teachers teaching as part of their educational requirements. "Employee" includes a "leased worker". "Employee" includes a so called volunteer or call firefighter or police officer. "Employee" does not include a "temporary worker" but does include seasonal or occasional workers. "Employee" does not include any person not considered a public employee as defined by Massachusetts General Laws Chapter 258.
- J. "Executive officer" means executive officer of a public employer as defined by Massachusetts General Laws Chapter 258, except that with respect to a school department or a school district the School Superintendent is deemed to be the "executive officer" for purposes of this Coverage Form.
- K. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by "fungi".
- L. "Garage operations" means the ownership, maintenance or use of locations, for garage business pertaining to an educational program.

"Garage operations" includes the business of selling, servicing, repairing, parking or storing "autos" and that portion of the roads or other accesses that adjoin such business locations.

"Garage operations" also includes all operations necessary or incidental to the performance of "garage operations".
- M. "Household member" means anyone living in a person's household who is related to that person by blood, marriage or adoption. This includes wards, step-children or foster children.
- N. "Insured contract" means any of the following, whether oral or written:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement in connection with vehicle or "pedestrian" private railroad crossings at grade;
 - 4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 5. An indemnification of a municipality as required by ordinance;
 - 6. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
 - 7. 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 "employees" 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 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 a driver; or
 - b. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- O. "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".
- P. "Loss" means direct and accidental loss or damage. For Garagekeepers coverage, "loss" also includes any resulting loss of use.
- Q. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - 5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
 - 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.
 - 7. However, 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;
 - (3) Street cleaning; or
 - (4) Firefighting;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment; and
 - d. Any land motor vehicle, "trailer" or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you.

- R.** "Occupying" means in, upon, getting in, on, out or off.
- S.** "Pedestrian" includes anyone incurring injury as a result of being struck by an "auto" in an "accident" and who is not "occupying" an "auto" at the time of the "accident".
- T.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- U.** "Products" includes:
1. The goods or products you made or sold in a garage business; and
 2. The providing of or failure to provide warnings or instructions.
- V.** "Property damage" means damage to tangible property, including any applicable sales tax, and the costs resulting from the loss of use of the damaged property.
- W.** "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury", "property damage"; or
 2. A "covered pollution cost or expense";
- to which this coverage applies, are 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; and
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- X.** "Temporary worker" means a person who is furnished to you by a third party, who compensates the person, to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- Y.** "Trailer" includes semitrailer.
- Z.** "Work you performed" includes:
1. Work that someone performed on your behalf; and
 2. The providing of or failure to provide warnings or instructions.