

578A. NAMED NON-OWNER COVERAGE

This endorsement forms a part of Policy No. _____ issued to _____
by the _____ at its Agency
(Name of Insurance Company)
located (city and state) _____ and is effective from _____
(12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

SCHEDULE

Named Non-Owner Special Vehicle Coverage as provided by this endorsement applies if a premium charge is shown below.

Premium \$ _____

I. DEFINITIONS

The Definitions Section is amended as follows:

- A. The definition of **"your covered auto"** is replaced by the following:

"Your covered auto" means a motor vehicle designed for use mainly on public roads or a **trailer** of any type on the date you become the owner:

This provision applies only if you:

- a. acquire the vehicle during the policy period; and
- b. ask us to insure it within 30 days after you become the owner. The coverages will only apply for 30 days after you become the owner. Permanent coverage must be afforded under a separate policy.

This insurance does not apply if other insurance applies with respect to newly acquired autos or beyond the expiration date of this policy.

- B. The definition of **"mobile equipment"** is added:

This insurance applies to liability for your use of any non-owned land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the owner of such vehicle including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment which is an auto and not **mobile equipment**.

However, this insurance does not apply to liability arising out of the operation of any air compressors, sand blasting or other building surface cleaning machinery, vacuum cleaners (not street cleaners), welding apparatus, power cranes, ditch or trench diggers, loaders, drills, shovels, geophysical exploration equipment, oil well servicing equipment, tree or other spraying equipment and well drilling machinery attached to, mounted on or forming a part of such vehicle, whether such liability occurs in the course of such operation or subsequent thereto.

II. LIABILITY COVERAGE

Part A is amended as follows:

- A. The definition of **"covered person"** is replaced by the following:

“Covered person” means:

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

B. The Exclusions Section is amended as follows:

1. Exclusion A.3. is replaced by the following:

For damage to property:

- a. rented to;
- b. used by; or
- c. in the care of;

that person.

This exclusion does not apply to damage to a residence or private garage caused by an auto which is insured under this endorsement.

2. Exclusion A.5. is deleted.
3. Exclusions A.6. and A.7. are replaced by the following:

Maintaining or using any vehicle in the business or occupation of that person. This exclusion does not apply to an auto operated or occupied by you.

4. Exclusion B.1. is deleted.
5. Exclusion B.2. is replaced by the following:
Any vehicle, other than **your covered auto**, which is owned by you.
6. Exclusion B.3. is replaced by the following:

Any vehicle, other than **your covered auto**, which is owned by any **family member**. However, this exclusion does not apply to your maintenance or use of any vehicle which is owned by a **family member**.

C. The Out of State Coverage provision is replaced by the following:

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for bodily injury or property damage higher than the limit shown in the Schedule or in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

No one will be entitled to duplicate payments for the same elements of loss.

III. MEDICAL PAYMENTS COVERAGE

Part B1 is amended as follows:

A. The definition of **“covered person”** is replaced by the following:

“Covered person” means:

1. You:
 - a. while **occupying**; or
 - b. when struck by;

a motor vehicle designed for use mainly on public roads or a **trailer** of any type.

2. Any other person while **occupying your covered auto**.

B. The Exclusions Section is amended as follows:

1. Exclusion 1. and 2. do not apply.

2. Exclusion 5. is replaced by the following:

Sustained while **occupying** or, when struck by, any vehicle (other than **your covered auto**) which is owned by you.

3. Exclusion 6. does not apply.

4. Exclusion 8. is replaced by the following:

Sustained while **occupying** any vehicle used in the business or occupation of that person. This exclusion does not apply to a vehicle operated or occupied by you.

IV. UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Part C is amended as follows:

A. The definition of "**covered person**" is replaced by the following:

"**Covered person**" means:

1. You.

2. Any other person **occupying your covered auto**.

3. Any person for damages that person is entitled to recover because of bodily injury to which the coverage applies sustained by a person described in 1. or 2. above.

B. The definition of "**property damage**" is replaced by the following:

"**Property damage**" means injury to, destruction of or loss of use of:

1. **Your covered auto**, not including a temporary substitute auto.

2. Any property owned by a person listed in 1. or 2. of **covered person** while contained in **your covered auto**.

3. Any property owned by you while contained in any auto not owned, but being operated, by you.

C. The definition of "**uninsured motor vehicle**" is replaced by the following:

"**Uninsured motor vehicle**" means a land motor vehicle or **trailer** of any type:

1. To which no liability bond or policy applies at the time of the accident.

2. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits:

a. you;

b. a vehicle which you are **occupying**; or

c. **your covered auto**.

3. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:

a. denies coverage; or

b. is or becomes insolvent;

4. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies but its limit of liability:

a. is not enough to pay the full amount the **covered person** is legally entitled to recover as damages; or

b. has been reduced by the payment of claims to an amount which is not enough to pay the full amount the **covered person** is legally entitled to recover as damages.

However, "**uninsured motor vehicle**" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any **family member**.

2. Owned or operated by a self-insurer under any applicable motor vehicle law.

3. Owned by any governmental body unless:

a. the operator of the vehicle is uninsured; and

- b. there is no statute imposing liability for damage because of bodily injury or **property damage** on the governmental body for an amount not less than the limit of liability for this coverage.
- 4. Operated on rails or crawler treads.
- 5. Designed mainly for use off public roads while not on public roads.
- 6. While located for use as a residence or premises.

specimen