

**GEICO** Indemnity Company

**Policy Number:** 

We agree with **you** that we will provide coverages as shown for the Commercial **Vehicle(s**) listed in the declaration for which this endorsement is attached. For such **vehicle(s**), the terms of the policy are amended as follows:

# **SECTION I - Liability Coverages**

## DEFINITIONS

- The definition of "*farm auto*" is changed to: "*Farm auto*" means a truck type *vehicle* or farm tractor with a load capacity of 2,000 pounds or less.
- 2. The definition of "non-owned auto" is changed to:

"Non-owned auto" means a private passenger auto, vehicle or farm auto not owned by or furnished for the regular use of either you or a relative, other than a temporary substitute auto.

- 3. The definition of "owned auto" is changed to:
  - a) A *vehicle* or *farm auto* described in the policy and for which a premium is shown for coverages listed.
  - b) A *trailer* owned by *you*.
  - c) A *vehicle* or *farm auto you* acquire during the policy period if:
    - i) it replaces an **owned auto** described in the policy; or
    - we insure all *vehicles* owned by *you* on the date of acquisition, and *you* ask us to add it to the policy no more than 30 days later.
  - d) A temporary substitute auto but only for:
    - i) Bodily Injury;
    - ii) Property Damage;
    - iii) Uninsured Motorists; and
    - iv) Personal Injury Protection.
- 5. The definition of *"temporary substitute auto"* is changed to:

"Temporary substitute auto" means an automobile, farm auto, trailer or vehicle, not owned by you, temporarily used with the permission of the owner. The use must be as a substitute for the owned auto when withdrawn from normal use because of its:

- a) breakdown;
- b) repair;

# Commercial Vehicle Endorsement

- c) servicing;
- d) loss; or
- e) destruction.
- 5. The definition of "trailer" is changed to:

"*Trailer*" means a *trailer* designed to be towed by a *private passenger auto*, if not being used for business or commercial purposes.

6. The definition of "*utility auto*" is changed to:

"Utility auto" means a vehicle, other than a farm auto, with a load capacity of 2,000 pounds or less of the pick-up body, van or panel truck type.

7. Add definition of "vehicle" as follows:

A motor vehicle of the truck type, having a gross vehicle weight of 21,000 pounds or less including delivery sedans, panel trucks and automobiles with pick-up bodies, customarily used in **your** business or occupation.

# EXCLUSIONS

The following additional exclusions apply:

- a. "Non-owned autos" are not covered.
- b. Liability assumed by **you** under a contract or agreement is not covered.
- c. Any obligation that **you** or any Company as **your** insurer may be liable for under any workers' compensation, unemployment compensation or disability benefits law, or any such similar law, is not covered.

## PERSONS INSURED

## Who Is Covered

This section is changed to:

Section I applies to the following as *insureds* with regard to an *"owned auto"*:

- 1. You;
- Any other person using the *owned auto* with *your* permission. The actual use must be within the scope of that permission.
- 3. Any other person or organization for his or its liability because of acts or omissions of an *insured* under 1. and 2. above;

The limits of liability stated in the Declarations are our maximum obligations regardless of the number of *insureds* involved in the occurrence.

# SECTION II - Auto Medical Payments DEFINITIONS

The opening statement is replaced by the following:

All changes in the policy definitions made in Section I of this endorsement apply to Section II. The other definitions in Section I of the policy also apply to Section II. Also, under this coverage, *occupying* means in or upon or entering into or alighting from.

#### PAYMENTS WE WILL MAKE

The Section "This coverage applies to" is changed to:

This coverage applies to:

- 1. You for bodily injury caused by accident:
  - a. while occupying the owned auto;
  - b. while occupying a non-owned auto; or
  - c. when struck as a pedestrian by an auto.
- Any other person who sustains *bodily injury* caused by an accident while *occupying* the *owned auto* while being used by *you*, or while being used with *your* permission.

#### **EXCLUSIONS**

The following additional exclusion applies:

There is no coverage for persons employed by you in:

- 1. domestic employment if benefits are payable under any workers' compensation law; or
- 2. other employment.

#### **SECTION III - Physical Damage Coverages**

#### DEFINITIONS

All changes in policy definitions made in Section I of this endorsement apply to Section III, except the definition of *owned auto* which is replaced in Section III by the following:

- 5. "Owned Auto" means:
  - a. A *vehicle* or *farm auto* described in the policy and for which a premium is shown for the coverages listed.
  - b. A *trailer* owned by *you* for which a premium is shown for the coverages listed.
  - c. A *vehicle* or *farm auto you* acquire during the policy period if:
    - i) it replaces an **owned auto** described in the policy; or
    - we insure all *vehicles* owned by *you* on the date of acquisition, and *you* ask us to add it to the policy no more than 30 days later. When coverage currently on the policy is shown as a stated amount, the limit of coverage for the newly acquired *vehicle* will be its *actual cash value*. This applies to the following coverages:
      - (a) Comprehensive; and

#### (b) Collision.

Also, the definition of *insured* is replaced entirely by the following:

- 2. "Insured" means:
  - a. regarding the owned auto:
    - i) *you*;
    - a person or organization maintaining, using or having custody of the auto with *your* permission. The use must be within the scope of that permission.

The other policy definitions as stated in Section III of the policy apply.

#### ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

This Section is replaced entirely by the following:

We will pay general average and salvage charges for which **you** become legally liable when the **owned auto** is being transported.

## EXCLUSIONS

Section III, Exclusion 9. is changed to:

 We do not cover *trailers* when used for business or commercial purposes.

The following additional exclusions apply:

- a. Non-owned autos are not covered.
- b. Wearing apparel and personal effects are not covered.
- c. The owned auto is not covered:
  - i) if used for an illegal trade or transportation; or
  - ii) if it is confiscated by a legitimate government or civil authority.
- d. Unless specifically declared and described on the policy, the **owned auto** is not covered if it becomes subject to:
  - i) a bailment lease;
  - ii) a conditional sale;
  - iii) a purchase agreement; or
  - iv) a mortgage or other encumbrance.

## LIMIT OF LIABILITY

Limit of Liability number 3. is removed entirely. Personal effects are not covered.

# SECTION V

Condition 2, PREMIUM, is replaced by the following: When *you* dispose of, acquire ownership of, or replace an *owned auto*, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

THE COMPANY affirms this amendment.

W. C. E. Robinson Secretary

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O. M. Nicely President