

**579AIP. NAMED OPERATOR—GOVERNMENT EMPLOYEES**

This endorsement forms part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_,

By the \_\_\_\_\_ and is effective from \_\_\_\_\_  
 (Name of Insurance Company) (12:01 A.M. Standard Time)

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

**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 “you” and “your” are replaced by the following:

“You” and “your” refers to the Named Insured shown in the Declarations who is an employee or officer of the federal, a state or a municipal government or any political subdivision.

B. The definition of “**your covered auto**” is replaced by the following:

“**Your covered auto**” means any **non-owned auto** of the following type while being operated or occupied by you:

- a. a private passenger auto; or
- b. pickup, panel truck or van; or
- c. a commercial truck; or
- d. any **trailer**.

C. The definition of “**non-owned auto**” is added:

“**Non-owned auto**” means an auto owned by or in the care, custody or control of the federal, a state or a municipal government or any political subdivision which is not owned by you or any **family member**.

D. 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:

You for the maintenance or use of **your covered auto** 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. 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.

3. Exclusion B.1. does not apply.

4. Exclusion B.2. is replaced by the following:

Any vehicle, other than **your covered auto**, which is owned by you.

5. 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. 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 while **occupying your covered auto**.
2. 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. above.

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

“**Property damage**” means injury to, destruction of or loss of use of any property owned by you while contained in **your covered auto**.

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.