# Auto Liability – OES

National Liability & Fire Insurance Company

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## NOTICE OF COVERAGE CHANGES

#### INSURED: COUNTY OF SAN BERNARDINO --FIRE DEPARTMENT'S

COMPANY:	National Lia	bility & Fire Insurance Company				
RENEWAL PO	LICY #:	73 APS 101081	POLICY TERM:	07/01/2021	to	07/01/2022
EXPIRING POL	ICY #:	71 APR 388904	POLICY TERM:	07/01/2020	to	07/01/2021

This insurance policy, which is a renewal of the expiring policy listed above, has changes in coverage initiated by the Company. The changes in coverage are listed below. **TO UNDERSTAND YOUR POLICY AND THESE CHANGES**, **PLEASE READ YOUR POLICY CAREFULLY.** If you have any questions, please contact your insurance agent.

#### **RENEWAL POLICY CHANGES:**

New Form	M 5171 (6/2004) Schedule of Covered Autos		
New Form	M 5605 (2/2011) Business Auto Coverage Declarations		
New Form	M 5804 (8/2014) Uninsured Motorists Coverage Amendatory Endorsement		
New Form	M 5872 (4/2017) Changes to Common Policy Conditions - Cancellation		
Removed Form	C 4489c (7/2006) Business Auto Coverage Declarations		
Removed Form	M 4959a (3/2002) Schedule of Covered Autos		
Updated Version	CA 0001 (10/2013) Business Auto Coverage Form	From	CA 0001 (3/2006)
Updated Version	CA 2018 (10/2013) Professional Services Not Covered	From	CA 2018 (12/1993)
Updated Version	CA 2030 (10/2013) Emergency Services - Volunteer Firefighters' and Workers' Injuries Excluded	From	CA 2030 (12/1993)
Updated Version	CA 2154 (11/2016) California Uninsured Motorists Coverage - Bodily Injury	From	CA 2154 (3/2006)
Updated Version	IL 0270 (9/2012) California Changes - Cancellation And Nonrenewal	From	IL 0270 (11/2004)

National Liability & Fire Insurance Company

A STOCK COMPANY

# **COMMERCIAL POLICY**

Report <u>ALL</u> Accidents To:

# 1-800-356-5750

24 Hour

**Toll Free** 

## IMPORTANT NOTICE TO AUTOMOBILE POLICYHOLDERS

If any new or replacement drivers are hired during the term of this policy, notify the company immediately. Failure to do so may result in termination of your policy.

THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THIS POLICY. THIS POLICY IS A LEGAL CONTRACT BETWEEN THE POLICY OWNER AND THE COMPANY.

## READ YOUR POLICY CAREFULLY

## **COMMON POLICY CONDITIONS**

#### All Coverages included in this policy are subject to the following conditions:

#### A. CANCELLATION

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 10 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date at 12:01 a.m. unless another time is stated on the cancellation notice.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### B. CHANGES

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

#### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

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

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

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

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### E. PREMIUMS

The first Named Insured shown in the Declarations:

- 1. Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

#### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary

custody of your property will have your rights and duties but only with respect to that property.

#### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

#### (Broad Form)

- 1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
    - The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom.
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishings by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

## California Consumer Privacy Act Notice

This California Consumer Privacy Act Notice of the National Indemnity group of insurance companies (collectively, "we," "us," or "our") applies solely to individuals who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 ("CCPA"). Any terms defined in the CCPA have the same meaning when used in this notice.

#### Information We Collect

"Personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include publicly available information.

We may collect the following categories of your personal information:

- <u>Personal identifiers</u>: a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers.
- <u>Personal information under Cal. Civ. Code § 1798.80(e)</u>: a name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.
- <u>Characteristics of protected classifications under Federal and California law</u>: race, color, ancestry, national origin, religion, gender (including pregnancy, childbirth, or related medical conditions), disability, age (40 and older), genetic information, marital status, sexual orientation, gender identity and gender expression, AIDS/HIV status, medical conditions, political activities or affiliations, military or veteran status, and status as a victim of domestic violence, assault, or stalking.
- <u>Commercial information</u>: records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- <u>Biometric information</u>: physiological, biological or behavioral characteristics that can be used, singly or in combination with each other or with other identifying data, to establish individual identity. Biometric information includes, but is not limited to, imagery of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings, from which an identifier template, such as a faceprint, a minutiae template, or a voiceprint, can be extracted, and keystroke patterns or rhythms, gait patterns or rhythms, and sleep, health, or exercise data that contain identifying information.
- <u>Internet or other electronic network activity information</u>: browsing history, search history, information regarding interaction with a website, application, or advertisement, and other similar information.
- Geolocation data: physical location.
- <u>Sensory data</u>: audio, electronic, visual, thermal, olfactory, or similar information.
- <u>Professional or employment-related information</u>: job history or other employment information.
- <u>Education information</u>: non-public education information as defined in 20 U.S.C. § 1232g, 34 C.F.R. Part 99, such as transcripts, grades, class schedules, financial aid, or other records, files, documents or materials containing non-public information directly related to a student and maintained by an educational agency or institution.
- <u>Inferences drawn from other categories of personal information</u>: to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

We collect each category of personal information about consumers for the following business or commercial purposes:

- To facilitate the transaction of insurance and the investigation of associated claims;
- Auditing related to a current interaction with the consumer and concurrent transactions;
- Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity;
- Debugging to identify and repair errors that impair existing intended functionality;
- Undisclosed short-term, transient use;
- Performing services on behalf of the business or service provider;
- Undertaking internal research for technological development and demonstration;
- Undertaking activities to verify or maintain the quality or safety of a service;
- To confirm eligibility for insurance benefits or payments;
- To detect or prevent crime or fraud;
- In response to subpoenas, search warrants or other court orders;
- For actuarial or research studies;
- In connection with a sale of our business;
- In connection with employment or application for employment;
- In connection with your provision of services to us;
- As otherwise required by law.

We will provide you notice and obtain your explicit consent if we collect additional categories of personal information or use the personal information we previously collected for materially different purposes.

For questions or concerns about our privacy policies or practices, please contact us at (866) 720-7861 or privacy@nationalindemnity.com. If you have a disability, you may contact us to access this notice in an alternative format.

For more information on your rights under the CCPA or to view our full privacy policy, please visit our website at www.nationalindemnity.com.

Company Name:	National Liability & Fire Insura	nce Company	
Company Address:	1314 Douglas Street, Suite 1400	)	-
	Omaha. NE 68102-1944		÷
NAIC No.:	20052		: In
Name of Policyholder	COUNTY OF SAN BERNARD	DINOFIRE	th
	DEPARTMENT'S OFFICE OF	EMERGENCY SERVICES	: pe
Address of	222 W HOSPITALITY LANE 3	3RD FLOOR	
Policyholder:	SAN BERNARDINO, CA 924	15	; Als
Policy No.	Effective Date	Expiration Date	Re
73APS101081	07/01/2021 12:01 AM	07/01/2022 12:01 AM	co
Vehicle Year 2017 HN	Make/Model	Vehicle Identification No. 44KFT4282JWZ23035	68

The policy meets the requirements of the California Vehicle Code Sections 16056 or 16500.5 and is a commercial or fleet policy.

M-4566a (11/1999)

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#### **CALIFORNIA COM**

INSURANCE IDENT	IFICATION CARD	
Company Name:	National Liability & Fire Insur	ance Company
Company Address:	1314 Douglas Street, Suite 14 Omaha, NE 68102-1944	100
NAIC No.:	20052	
Name of Policyholder:	COUNTY OF SAN BERNA	RDINOFIRE
Address of Policyholder:	DEPARTMENT'S OFFICE 222 W HOSPITALITY LAN SAN BERNARDINO, CA 9:	
Policy No. <b>73APS101081</b>	Effective Date 07/01/2021 12:01 AM	Expiration Date 07/01/2022 12:01 AM
Vehicle Year 2017 HME	Make/Model	Vehicle Identification No 44KFT4282JWZ23035

The policy meets the Sections 16056 or 165

#### M-4566a (11/1999)

**VERY IMPORTANT - Please Read** 

n the event of accident, be sure to secure license number of ne other vehicle, also full names and addresses of all other persons in the accident.

lso, write down full names and addresses of all witnesses. Report at once full details of accidents to your insurance ompany's Claim Operations, PO BOX 31361, Omaha, NE 8131-0361.

#### Toll Free 1-800-356-5750

(This identification card should be kept in your vehicle.)

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1314 Douglas Street, Suite 1 Omaha, NE 68102-1944	400	VERY IMPORTANT - Please Read
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e requirements of the California Ve 6500.5 and is a commercial or flee	hicle Code	<b>Toll Free 1-800-356-5750</b> (This identification card should be kept in your vehicle.)

Company Name:	National Liability & Fire Insura	nce Company	
Company Address:	1314 Douglas Street, Suite 140	0	
	Omaha. NE 68102-1944		
NAIC No.:	20052		1
Name of Policyholder	COUNTY OF SAN BERNARI	DINOFIRE	
	DEPARTMENT'S OFFICE OF	EMERGENCY SERVICES	1
Address of	222 W HOSPITALITY LANE	3RD FLOOR	- 1
Policyholder:	SAN BERNARDINO, CA 924	15	1
Policy No.	Effective Date	Expiration Date	1
73APS101081	07/01/2021 12:01 AM	07/01/2022 12:01 AM	
Vehicle Year 2005	Make/Model HME GPM TRUCK	Vehicle Identification No. 44KFT428X5WZ20549	(

The policy meets the requirements of the California Vehicle Code Sections 16056 or 16500.5 and is a commercial or fleet policy.

M-4566a (11/1999)

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#### **CALIFORNIA COMMERCIAL/FLEET**

INSURANCE IDENT	IFICATION CARD	
Company Name:	National Liability & Fire Insu	rance Company
Company Address:	1314 Douglas Street, Suite 1 Omaha, NE 68102-1944	400
NAIC No.:	20052	
Name of Policyholder:	COUNTY OF SAN BERN	ARDINOFIRE
Address of Policyholder:	DEPARTMENT'S OFFICE 222 W HOSPITALITY LAN SAN BERNARDINO, CAS	
Policy No. <b>73APS101081</b>	Effective Date 07/01/2021 12:01 AM	Expiration Date 07/01/2022 12:01 AM
Vehicle Year 2005	Make/Model HME GPM TRUCK	Vehicle Identification No. 44KFT428X5WZ20549

The policy meets the requirements of the California Vehic Sections 16056 or 16500.5 and is a commercial or fleet pe

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In the event of accident, be sure to secure license number of the other vehicle, also full names and addresses of all other persons in the accident.

Also, write down full names and addresses of all witnesses. Report at once full details of accidents to your insurance company's Claim Operations, PO BOX 31361, Omaha, NE 68131-0361.

#### Toll Free 1-800-356-5750

(This identification card should be kept in your vehicle.)

nce Company 0	VERY IMPORTANT - Please Read
DINOFIRE F EMERGENCY SERVICES 3RD FLOOR	In the event of accident, be sure to secure license number of the other vehicle, also full names and addresses of all other persons in the accident.
Expiration Date 07/01/2022 12:01 AM	Also, write down full names and addresses of all witnesses. Report at once full details of accidents to your insurance company's <b>Claim Operations, PO BOX 31361, Omaha, NE</b>
Vehicle Identification No. 44KFT428X5WZ20549 cle Code policy.	68131-0361. Toll Free 1-800-356-5750 (This identification card should be kept in your vehicle.)

Company Name:	National Liability & Fire Insura	nce Company
Company Address:	1314 Douglas Street, Suite 140	D
	Omaha. NE 68102-1944	
NAIC No.:	20052	
Name of Policyholder	COUNTY OF SAN BERNARD	DINOFIRE
	DEPARTMENT'S OFFICE OF	EMERGENCY SERVICES
Address of	222 W HOSPITALITY LANE 3	3RD FLOOR
Policyholder:	SAN BERNARDINO, CA 924	15
Policy No.	Effective Date	Expiration Date
73APS101081	07/01/2021 12:01 AM	07/01/2022 12:01 AM
Vehicle Year 2006	Make/Model HME GPM TRUCK	Vehicle Identification No. 44KFT42805WZ20561

The policy meets the requirements of the California Vehicle Code Sections 16056 or 16500.5 and is a commercial or fleet policy.

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INSURANCE IDENT	IFICATION CARD	
Company Name:	National Liability & Fire Insu	rance Company
Company Address:	1314 Douglas Street, Suite 1 Omaha, NE 68102-1944	400
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Vehicle Year 2006	Make/Model HME GPM TRUCK	Vehicle Identification No 44KFT42805WZ20561

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814 Douglas Street, Suite 14 maha, NE 68102-1944	00	VERY IMPORTANT - Please Read
0052 COUNTY OF SAN BERNARDINOFIRE DEPARTMENT'S OFFICE OF EMERGENCY SERVICES 222 W HOSPITALITY LANE 3RD FLOOR SAN BERNARDINO, CA 92415		In the event of accident, be sure to secure license number of the other vehicle, also full names and addresses of all other persons in the accident. Also, write down full names and addresses of all witnesses.
Effective Date 07/01/2021 12:01 AM	Expiration Date 07/01/2022 12:01 AM	Report at once full details of accidents to your insurance company's Claim Operations, PO BOX 31361, Omaha, NE
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Company Name:	National Liability & Fire Insura	nce Company	
Company Address:	1314 Douglas Street, Suite 140	0	
	Omaha. NE 68102-1944		
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Name of Policyholder	COUNTY OF SAN BERNARI	DINOFIRE	i t
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Address of	222 W HOSPITALITY LANE	3RD FLOOR	
Policyholder:	SAN BERNARDINO, CA 924	15	: /
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73APS101081	07/01/2021 12:01 AM	07/01/2022 12:01 AM	
Vehicle Year 2019	Make/Model HME GPM TRUCK	Vehicle Identification No. 44KFT4283KWZ23269	(

The policy meets the requirements of the California Vehicle Code Sections 16056 or 16500.5 and is a commercial or fleet policy.

M-4566a (11/1999)

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INSURANCE IDENT	TIFICATION CARD				
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Company Address:	1314 Douglas Street, Suite 1400 Omaha, NE 68102-1944				
NAIC No.:	20052				
Name of Policyholder:	COUNTY OF SAN BERNA	ARDINOFIRE			
Address of Policyholder:	DEPARTMENT'S OFFICE 222 W HOSPITALITY LAN SAN BERNARDINO, CA S				
Policy No. <b>73APS101081</b>	Effective Date 07/01/2021 12:01 AM	Expiration Date 07/01/2022 12:01 AM			
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#### Toll Free 1-800-356-5750

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Company Name:	National Liability & Fire Insura	ance Company	
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	Omaha. NE 68102-1944		
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Address of	222 W HOSPITALITY LANE	3RD FLOOR	
Policyholder:	SAN BERNARDINO, CA 924	415	; A
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73APS101081	07/01/2021 12:01 AM	07/01/2022 12:01 AM	C
Vehicle Year 2019	Make/Model HME GPM TRUCK	Vehicle Identification No. 44KFT428XKWZ23270	6

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NAIC No.:	20052				
Name of Policyholder:	COUNTY OF SAN BERNA	ARDINOFIRE			
Address of Policyholder:	DEPARTMENT'S OFFICE 222 W HOSPITALITY LAN SAN BERNARDINO, CA S				
Policy No. <b>73APS101081</b>	Effective Date 07/01/2021 12:01 AM	Expiration Date 07/01/2022 12:01 AM			
Vehicle Year 2019	Make/Model HME GPM TRUCK	Vehicle Identification No. 44KFT428XKWZ23270			

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DINO, CA 92415		Also, write down full names and addresses of all witnesses.		
eate Expiration Date 01 AM 07/01/2022 12:01 AM		Report at once full details of accidents to your insurance company's Claim Operations, PO BOX 31361, Omaha, NE		
	Vehicle Identification No. 44KFT428XKWZ23270	68131-0361.		
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Company Name:	National Liability & Fire Insurance Company					
Company Address:	1314 Douglas Street, Suite 140	1314 Douglas Street, Suite 1400				
	Omaha. NE 68102-1944	Omaha. NE 68102-1944				
NAIC No.:	20052					
Name of Policyholder: COUNTY OF SAN BERNARDINOFIRE						
	DEPARTMENT'S OFFICE OF	EMERGENCY SERVICES				
Address of	222 W HOSPITALITY LANE	222 W HOSPITALITY LANE 3RD FLOOR				
Policyholder:	SAN BERNARDINO, CA 924	15	: -			
Policy No.	Effective Date	Expiration Date				
73APS101081	07/01/2021 12:01 AM	07/01/2022 12:01 AM				
Vehicle Year 2019	Make/Model HME GPM TRUCK	Vehicle Identification No. 44KFT4281KWZ23268				

The policy meets the requirements of the California Vehicle Code Sections 16056 or 16500.5 and is a commercial or fleet policy.

M-4566a (11/1999)

CUT ALONG THIS LINE CUT ALONG THIS LINE

## **CALIFORNIA COMMERCIAL/FLEET**

INSURANCE IDENT	IFICATION CARD				
Company Name:	National Liability & Fire Insurance Company				
Company Address:	1314 Douglas Street, Suite 1400 Omaha, NE 68102-1944				
NAIC No.:	20052				
Name of Policyholder:	COUNTY OF SAN BERNA	ARDINOFIRE			
Address of Policyholder:	DEPARTMENT'S OFFICE 222 W HOSPITALITY LAN SAN BERNARDINO, CA S				
Policy No. <b>73APS101081</b>	Effective Date 07/01/2021 12:01 AM	Expiration Date 07/01/2022 12:01 AM			
Vehicle Year 2019	Make/Model HME GPM TRUCK	Vehicle Identification No. 44KFT4281KWZ23268			

The policy meets the requirements of the California Vehicle Coo Sections 16056 or 16500.5 and is a commercial or fleet policy.

#### M-4566a (11/1999)

**VERY IMPORTANT - Please Read** 

In the event of accident, be sure to secure license number of the other vehicle, also full names and addresses of all other persons in the accident.

Also, write down full names and addresses of all witnesses. Report at once full details of accidents to your insurance company's Claim Operations, PO BOX 31361, Omaha, NE 68131-0361.

#### Toll Free 1-800-356-5750

(This identification card should be kept in your vehicle.)

ompany	
	VERY IMPORTANT - Please Read
FIRE ERGENCY SERVICES FLOOR	In the event of accident, be sure to secure license number of the other vehicle, also full names and addresses of all other persons in the accident.
Expiration Date 17/01/2022 12:01 AM	Also, write down full names and addresses of all witnesses. Report at once full details of accidents to your insurance company's Claim Operations, PO BOX 31361, Omaha, NE
hicle Identification No. 4KFT4281KWZ23268	68131-0361. Toll Free 1-800-356-5750
ode	(This identification card should be kept in your vehicle.)

M-5605 (02/2011)

Valencia, CA

#### 71APR388904

RENEWAL NUMBER

CROSS REFERENCE NUMBER

73 APS 101081

## **NATIONAL LIABILITY & FIRE INSURANCE**

## COMPANY

## STAMFORD, CONNECTICUT BUSINESS AUTO COVERAGE DECLARATIONS

The Declarations include a second part designated **"Part 2"**.

Insured's Address stated above.

			Producer			
ITEM ONE NAMED INSURED & ADDRESS		CRC Group				
COUNTY OF SAN BERNARDINO - DEPARTMENT'S				50 Oxnard St. Ste 400 odland Hills, CA 91367		
OFFICE OF EMERGENCY SERVICES			NAMED INSURED'S BUS	County/Township, etc		
222 W HOSPITALITY LANE 3RD FLOOR SAN BERNARDINO, CA 92415		NAMED IN	ISURED'S BUSINESS:	FIRE DE	PARTMENT	
POLICY PERIOD: Policy covers FROM	07/01/2021 12:01 AM	то	07/01/2022	12:01	A.M. Standard Time at the Named	

#### ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium 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 AUTO Section of the Business Auto Coverage Form next to the name of the coverage .

ITEM THREE - SCHEDULE OF COVERED AUT	OS AS ATTACI	HED			
POLICY SUBJECT TO A FULLY EARNED POL	ICYWRITING MINIMUM PI	REMIUM OF \$	0 IF CANCELLE	D BY THE	INSURED.
ENTER SYMBOL 10 DESCRIPTION HERE: Symbol 10 - Only those autos describe	d in Item Three of the I	Declarations with Liability p	remium shown.		
See M4572 (12/1994)			ESTIMATED TOTAL PREMIUM	\$	13,349
FORMS AND ENDORSEMENTS CONTAINED	IN THIS POLICY AF ITS I	NCEPTION	PREMIUM FOR ENDORSEMENTS	\$	
		Dedde			
			tible FOR EACH COVERED AUTO	\$	
SPECIFIED CAUSES OF LOSS COLLISION COVERAGE		\$		\$	
		\$		s	
COMPREHENSIVE COVERAGE		\$		\$	
(when not included in Uninsured Motorists coverage) PHYSICAL DAMAGE INSURANCE		\$		\$	
UNDERINSURED MOTORISTS					-
UNINSURED MOTORISTS	10	\$ 60.0	000 CSL (BI Only)	\$	734
	7	\$	5,000	\$	375
PROPERTY PROTECTION INSURANCE (P.P.I.) (Michigan only)		SEPARATELY STATED IN THE	P.P.I. ENDORSEMENT MINUS Deductible FOR EACH ACCIDENT	\$	
ADDED P.I.P. (or equivalent added No-fault cov.)			HADDED P.I.P. ENDORSEMENT	\$	
(P.I.P.) (or equivalent No-fault coverage)		\$	Deductible	\$	
PERSONAL INJURY PROTECTION		-	CH P.I.P. ENDORSEMENT MINUS		
LIABILITY	7	\$	1,000,000 CSL	\$	12,240
COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	THE MOST W	<b>T OF INSURANCE</b> /E WILL PAY FOR ANY ONE CIDENT OR <b>LOSS</b>	Ρ	REMIUM

Ringwalt & Liesche Co. dba Pacific Gateway Insuran

Countersigned At

\_ By

AUTHORIZED SIGNATURE

In Witness whereof, we have caused this policy to be executed and attested.

Secretary

Smill . White

President

## SCHEDULE OF FORMS AND ENDORSEMENTS AT POLICY INCEPTION

POLICY #	73 APS 1	01081					
INSURED	COUNTY	COUNTY OF SAN BERNARDINOFIRE DEPARTMENT'S					
EFFECTIVE	07/01/202	21 12:01 AM					
M 4600a	04/2003	Commercial Policy Jacket					
M 5605	02/2011	Business Auto Coverage Declarations					
M 4572	12/1994	Schedule of Forms and Endorsements at Policy Inception					
M 5171	06/2004	Schedule of Covered Autos					
CA 0001	10/2013	Business Auto Coverage Form					
M 5872	04/2017	Changes to Common Policy Conditions - Cancellation					
CA 2154	11/2016	California Uninsured Motorists Coverage - Bodily Injury					
M 5804	08/2014	Uninsured Motorists Coverage Amendatory Endorsement					
M 4487	04/1994	Auto Medical Payments Coverage					
CA 0143	05/2007	California Changes					
CA 2018	10/2013	Professional Services Not Covered					
CA 2030	10/2013	Emergency Services - Volunteer Firefighters' and Workers' Injuries Excluded					
M 3841	03/1987	Driver Exclusion Endorsement (Specified Operator(s) Excluded)					
IL 0270	09/2012	California Changes - Cancellation And Nonrenewal					
M 3795	03/1987	Punitive Damage Exclusion Duty to Defend Amendment					

## SCHEDULE OF COVERED AUTOS

#### POLICY NUMBER: 73 APS 101081

#### EFFECTIVE DATE: 07/01/2021 12:01 AM

## NAMED INSURED: COUNTY OF SAN BERNARDINO --FIRE DEPARTMENT'S

Policy-Level Coverages		The premium charge for Uninsured Motorist Coverage is a policy charge; separate premium charges are not made for individual covered autos.							
Uninsured Moto			copulato promium chargeo			innauar oc			
Other:	Motorist Coverage:								
Other.	11						1		1
	Year	Make & Model	VIN	Use* (C/S/R)	Radius	Garaging Territory			GVW or Seating Cap.
Vehicle #	Liability Premium	Medical Payments Premium	Personal Injury Protection Premium		nal Insured F		In-Tow Premium	In-Tow Premium Cargo	
	Stated Limit or ACV	Specified Causes (S) or Comprehensive (C)	Specified Causes or Comprehensive Premium		ecified Cause ehensive De		Collision Premium	Co	ollision Deductible
1	2017	HME WESTATES HAZMAT	44KFT4282JWZ23035	с	100 Miles	70	VICTORVILLE, CA	45,001 Lbs	
	1,235	38			-				
2	2005	HME GPM TRUCK	44KFT428X5WZ20549	с	100 Miles	70	ADELANTO, CA	<u> </u>	45,001 Lbs.
	1,235	38							
3	2006	HME GPM TRUCK	44KFT42805WZ20561	с	100 Miles	59	LAKE ARROWHEAD, CA	<u> </u>	45,001 Lbs.
	2,845	87			•				
4	2019	HME GPM TRUCK	44KFT4283KWZ23269	с	100 Miles	59	UPLAND, CA	<u> </u>	45,001 Lbs.
	2,845	87			•				
5	2019	HME GPM TRUCK	44KFT428XKWZ23270	с	100 Miles	59	SAN BERNARDINO, CA	<u> </u>	45,001 Lbs.
	2,845	87			•				
6	2019	HME GPM TRUCK	44KFT4281KWZ23268	с	100 Miles	70	YUCCA VALLEY, CA	<u> </u>	45,001 Lbs.
	1,235	38			•				-
		*Use (C = Commercial, S = Service,	R = Retail)						

# **BUSINESS AUTO COVERAGE FORM**

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section  ${\bf V}$  – Definitions.

## SECTION I – COVERED AUTOS

Item Two of the Declarations shows 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 Of Covered Auto Designation Symbols				
1	Any "Auto"				
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy 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 policy 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 Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy 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 policy 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 policy begins provided they are subject to the same state uninsured motorists requirement.			
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).			
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) 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", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.			

07/12/2021

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law	Only those "autos" that are land vehicles and that would qualify under the definitio of "mobile equipment" under this policy if they were not subject to a compulsory of financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
	Only	

# B. Owned Autos You Acquire After The Policy Begins

- 1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire 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 it that you want us to cover it for that coverage.

## C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

- **1.** "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- **2.** "Mobile equipment" while being carried or towed by a covered "auto".
- **3.** Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - **d.** "Loss"; or
  - e. Destruction.

## SECTION II – COVERED AUTOS LIABILITY COVERAGE

## A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance 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 insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

## 1. 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", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- **c.** Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

## a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (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 court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

## b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

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

## **B. Exclusions**

This insurance does not apply to any of the following:

## 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

## 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- **a.** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- **b.** That the "insured" would have in the absence of the contract or agreement.

## 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

# 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- **a.** An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- **b.** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

## 5. Fellow Employee

"Bodily injury" to:

- **a.** 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; or
- **b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

## 6. Care, Custody Or Control

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

## 7. Handling Of Property

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

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

**b.** After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### 8. Movement Of Property By Mechanical Device

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

## 9. Operations

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

- **a.** Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- **b.** 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.

## **10. Completed Operations**

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

In this exclusion, your work means:

- **a.** Work or operations performed by you or on your behalf; and
- **b.** Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a**. or **b**. above.

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

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

## 11. Pollution

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

- **a.** That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- **b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- **c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

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

## 12. War

"Bodily injury" or "property damage" 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, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

## 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos 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 endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

## SECTION III - PHYSICAL DAMAGE COVERAGE

## A. Coverage

**1.** 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. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

#### c. Collision Coverage

Caused by:

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

#### 2. Towing

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

#### 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

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

- **a.** Glass breakage;
- **b.** "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

## 4. Coverage Extensions

## a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### b. Loss Of Use Expenses

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";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) 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 \$20 per day, to a maximum of \$600.

## **B. Exclusions**

1. 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".

#### a. Nuclear Hazard

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

## b. War Or Military Action

- (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, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. 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.
- **3.** We will not pay for "loss" due and confined to:
  - **a.** Wear and tear, freezing, mechanical or electrical breakdown.
  - **b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- **4.** We will not pay for "loss" to any of the following:
  - **a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- **b.** 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.
- **c.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- **d.** Any accessories used with the electronic equipment described in Paragraph **c.** above.
- 5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
  - **a.** Permanently installed in or upon the covered "auto";
  - **b.** Removable from a housing unit which is permanently installed in or upon the covered "auto";
  - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
  - **d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- **6.** We will not pay for "loss" to a covered "auto" due to "diminution in value".

## C. Limits Of Insurance

- 1. The most we will pay for:
  - **a.** "Loss" to any one covered "auto" is the lesser of:
    - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - **b.** All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
    - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
- **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.

## D. Deductible

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. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

## SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

## A. Loss Conditions

## 1. Appraisal For Physical Damage Loss

If you and we disagree on 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 cash value 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 policy unless there has been full compliance with the following duties:

- **a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- **b.** Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- **c.** If there is "loss" to a covered "auto" or its equipment, you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

## 3. Legal Action Against Us

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

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

#### 4. Loss Payment – Physical Damage Coverages

At our option, we may:

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

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

#### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## **B. General Conditions**

#### 1. Bankruptcy

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

#### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- **b.** The covered "auto";
- **c.** Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. 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.

### 5. Other Insurance

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

## 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- **b.** If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

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

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

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

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

### 8. Two Or More Coverage Forms Or Policies Issued By Us

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

## **SECTION V – DEFINITIONS**

- **A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  - **1.** A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

**2.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- **C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement that any "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. Any 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".

"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:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- **b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- **c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

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

- (a) 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
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker".
   "Employee" does not include a "temporary worker".
- **G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- **H.** "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - **4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "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 indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- **b.** That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- **c.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **J.** "Loss" means direct and accidental loss or damage.
- **K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - 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 Paragraph 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; or
- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. 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; or
    - (3) Street cleaning;
  - **b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - **c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- **M.** "Property damage" means damage to or loss of use of tangible property.
- **N.** "Suit" means a civil proceeding in which:
  - 1. Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense";
  - to which this insurance 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; or
- **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.
- **O.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or shortterm workload conditions.
- P. "Trailer" includes semitrailer.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CHANGES TO COMMON POLICY CONDITIONS – CANCELLATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM CARGO COVERAGE FORM GARAGE COVERAGE FORM COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following are added to Paragraph A.1. Cancellation of the Common Policy Conditions:

- a. However, if you granted a power of attorney to obtain financing for the policy, the finance company must provide a written notice of cancellation to us. We will then cancel the policy as of the date:
  - (1) specified in the notice, or
  - (2) required under any applicable statute, regulation, or other policy provision, whichever is latest.
- b. If we filed proof of insurance on your behalf to a government agency, the law may require advance notice of cancellation to that agency. The date of cancellation will be extended as needed to comply.

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number
	73 APS 101081
National Liability & Fire Insurance Company	Endorsement Effective
	07/01/2021 12:01 AM
Named Insured	Countersigned at
COUNTY OF SAN BERNARDINOFIRE DEPARTMENT'S	
	Ву

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CALIFORNIA UNINSURED MOTORISTS COVERAGE – BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:	COUNTY OF SAN BERNARDINOFIRE DEPARTMENT'S	
Endorsement Effective	e Date: 07/01/2021 12:01 AM	

#### SCHEDULE

Limit Of Insurance:	\$	See M 5605 (02/2011)	Each "Accident"			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

#### A. Coverage

- We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- We will pay only after the limits of liability under any liability bonds or policies have been exhausted by payment of judgments or settlements.
- Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
  - **a.** The Named Insured and any "family members".
  - Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- 1. Punitive or exemplary damages.
- Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle".
- 3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law or to the direct benefit of the United States, a state or its political subdivisions.
- 4. "Bodily injury" sustained by:
  - An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
  - Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

However, Exclusion **4.** shall not apply to "bodily injury" sustained by an individual Named Insured or "family member" when struck by a vehicle owned by that "insured" and operated or caused to be operated by a person without that "insured's" consent in connection with criminal activity that has been documented in a police report and to which that "insured" is not a party to.

- 5. "Bodily injury" sustained by an individual Named Insured or any "family member" while "occupying" any vehicle leased by that Named Insured or any "family member" under a written contract for a period of six months or more that is not a covered "auto".
- **6.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 7. "Bodily injury" sustained by an "insured" while "occupying" any "auto" that is rented or leased to that "insured" for use as a public or livery conveyance. However, this exclusion does not apply if the "insured" is in the business of providing public or livery conveyance.

As used in this exclusion, public or livery conveyance includes, but is not limited to, any period of time an "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "auto".

- **8.** "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - 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, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
- 2. For a vehicle described in Paragraph **b**. of the definition of "uninsured motor vehicle", our Limit of Insurance shall be reduced by all sums paid because of "bodily injury" by or for anyone who is legally responsible, including all sums paid or payable under this policy's Covered Autos Liability Coverage.
- No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

#### E. Changes In Conditions

The Conditions are changed for California Uninsured Motorists Coverage – Bodily Injury as follows:

- Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - **a.** Promptly notify the police if a hit-and-run driver is involved; and
  - Send us copies of the legal papers if a "suit" is brought. In addition, a person seeking coverage under Paragraph b. of the definition of "uninsured motor vehicle" must:
    - Provide us with a copy of the complaint by personal service or certified mail if the "insured" brings an action against the owner or operator of such "uninsured motor vehicle";
    - (2) Within a reasonable time, make all pleadings and depositions available for copying by us or furnish us copies at our expense; and
    - (3) Provide us with proof that the limits of insurance under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.
- 2. Legal Action Against Us is replaced by the following:

#### Legal Action Against Us

No legal action may be brought against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form and with respect to Paragraphs **a., c.** and **d.** of the definition of "uninsured motor vehicle" unless within two years from the date of the "accident":

**a.** Agreement as to the amount due under this insurance has been concluded;

- b. The "insured" has formally instituted arbitration proceedings against us. In the event that the "insured" decides to arbitrate, the "insured" must formally begin arbitration proceedings by notifying us in writing, sent by certified mail, return receipt requested; or
- **c.** "Suit" for "bodily injury" has been filed against the uninsured motorist in a court of competent jurisdiction.

Written notice of the "suit" must be given to us within a reasonable time after the "insured" knew, or should have known, that the other motorist is uninsured. In no event will such notice be required before two years from the date of the accident. Failure of the "insured" or his or her representative to give us such notice of the "suit" will relieve us of our obligations under this Coverage Form only if the failure to give notice prejudices our rights.

- 3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following: Transfer Of Rights Of Recovery Against Others To Us
  - With respect to Paragraphs a., c. and d. of the definition of "uninsured motor vehicle", if we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
  - b. With respect to Paragraph b. of the definition of "uninsured motor vehicle", if we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- **c.** If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- 5. The following condition is added: Arbitration
  - If we and an "insured" disagree whether the a. "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", the disagreement will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. However, disputes concerning coverage under this endorsement may not be arbitrated. Each party will bear the expenses of the arbitrator equally.
  - b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

#### F. Additional Definitions

The following are added to the **Definitions** section:

- "Family member" means the individual Named Insured's spouse, whether or not a resident of the individual Named Insured's household, and any other person related to such Named Insured by blood, adoption, marriage or registered domestic partnership under California law, who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.
- 4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance for this coverage;
  - c. For which an insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent;

- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must make physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
- e. That is owned by an individual Named Insured or "family member" and operated or caused to be operated by a person without the owner's consent in connection with criminal activity that has been documented in a police report.

However, "uninsured motor vehicle" does not include any vehicle:

 Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

- Owned by the United States of America, Canada, a state or political subdivision of any of those governments or an agency of any of the foregoing; or
- **c.** Designed or modified for use primarily off public roads while not on public roads.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UNINSURED MOTORISTS COVERAGE AMENDATORY ENDORSEMENT

The following is added to the definition of "uninsured motor vehicle":

An "uninsured motor vehicle" does not include any vehicle which is a covered "auto" under the Liability Coverage section of this policy, regardless of applicable exclusions.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below. All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	Policy Number	73 APS 101081
National Liability & Fire Insurance Company	Endorsement Effective	07/01/2021 12:01 AM
Named Insured COUNTY OF SAN BERNARDINOFIRE DEPARTMENT'S	Countersigned at By	

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. COVERAGE

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, for services rendered within three years from the date of the "accident".

#### B. WHO IS AN INSURED

- 1. You while "occupying" or while a pedestrian, when struck by any "auto".
- 2. If you are an individual, any "family member" while "occupying" or while a pedestrian, when struck by any "auto".
- Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

#### C. EXCLUSIONS

This insurance does not apply to any of the following:

- "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
- "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
- "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
- "Bodily injury" to your employee arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic employees if not entitled to workers' compensation benefits.
- "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
- "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
- 7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- "Bodily injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or

stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

#### D. LIMIT OF INSURANCE

Regardless of the number of covered "autos", "insureds", premiums 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 AUTO MEDICAL PAYMENTS COVERAGE shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

#### E. CHANGES IN CONDITIONS

The CONDITIONS are changed for AUTO MEDICAL PAYMENTS COVERAGE as follows:

- The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition does not apply.
- 2. The reference in OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

#### F. RIGHT OF SUBROGATION

When "we" pay, an insured person's rights of recovery from anyone else becomes "ours" up to the amount "we" have paid. The insured person must protect these rights and help "us" enforce them.

#### G. ADDITIONAL DEFINITIONS

As used in this endorsement:

- 1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.

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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CALIFORNIA CHANGES**

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in California this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The term "spouse" is replaced by the following:

Spouse or registered domestic partner under California law.

- B. The following are added to the Other Insurance Condition in the Business Auto and Garage Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier and Truckers Coverage Forms and supersede any provisions to the contrary:
  - 1. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
    - **a.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or roadtesting "autos", and
    - **b.** The other provides coverage to a person not engaged in that business, and
    - c. At the time of an "accident", a person described in Paragraph 1.b. is operating an "auto" owned by the business described in Paragraph 1.a., then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph 1.a. is excess over any coverage available to that person.
  - 2. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
    - **a.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or roadtesting "autos", and

- **b.** The other provides coverage to a person not engaged in that business, and
- c. At the time of an "accident" an "insured" under the Coverage Form described in Paragraph 2.a. is operating an "auto" owned by a person described in Paragraph 2.b., then the Coverage Form issued to the business described in Paragraph 2.a. is primary and the liability coverage issued to a person described in Paragraph 2.b. is excess over any coverage available to the business.
- **3.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a "commercial vehicle" and:
  - a. One provides coverage to a Named Insured, who in the course of business, rents or leases "commercial vehicles" without operators, and
  - **b.** The other provides coverage to a person other than as described in Paragraph **3.a.**, and
  - c. At the time of an "accident", a person who is not the Named Insured of the policy described in Paragraph 3.a., and who is not the agent or "employee" of such Named Insured is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph 3.a., then the liability coverage provided by the Coverage Form or policy described in Paragraph 3.b. is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph 3.a. is excess over any coverage available to that person.

07/12/2021

- 4. Notwithstanding Paragraph **B.3.**, when this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a power unit and any connected "trailer" or "trailers" and:
  - **a.** One provides coverage to a Named Insured engaged in the business of transporting property by "auto" for hire; and
  - **b.** The other provides coverage to a Named Insured not engaged in that business; and
  - c. At the time of an "accident", a power unit is being operated by a person insured under the Coverage Form or policy described in Paragraph 4.a., then that Coverage Form or policy is primary for both the power unit and any connected "trailer" or "trailers" and the Coverage Form or policy described in Paragraph 4.b. is excess over any other coverage available to such power unit and attached "trailer" or "trailers".

C. As used in this endorsement:

"Commercial vehicle" means an "auto" subject to registration or identification under California law which is:

- **1.** Used or maintained for the transportation of persons for hire, compensation or profit;
- **2.** Designed, used or maintained primarily for the transportation of property; or
- **3.** Leased for a period of six months or more.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **PROFESSIONAL SERVICES NOT COVERED**

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

## **Covered Autos Liability Coverage** is changed by adding the following exclusions:

This insurance does not apply to:

- 1. "Bodily injury" resulting from the providing 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.

07/12/2021

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMERGENCY SERVICES – VOLUNTEER FIREFIGHTERS' AND WORKERS' INJURIES EXCLUDED

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Covered Autos Liability Coverage** is changed by adding the following exclusions:

This insurance does not apply to:

- "Bodily injury" to any volunteer firefighter or other volunteer worker of the "insured" if sustained while such person is engaged in volunteer firefighting, rescue squad or ambulance corps operations.
- 2. "Bodily injury" to any fellow volunteer firefighter or other volunteer worker of the "insured" if sustained in the course of volunteer firefighting, rescue squad or ambulance corps operations.

07/12/2021

#### DRIVER EXCLUSION ENDORSEMENT

(Specified Operator(s) Excluded)

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy effective on the inception date of the policy or as of the date shown below, if later.

This policy does not apply to any claim or loss arising from accidents or occurrences involving any covered auto while being driven or operated by:

Peter McKernan

(Name of Excluded Operator)

(Driver's License Number)

(Relationship to Named Insured)

Signed as accepted by the Named Insured, representing all insureds:

Х

(Signature of Named Insured)

(Date)

(Witness to Signature of Named Insured)

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name National Liability & Fire Insurance Company	Policy Number 73 APS 101081		
	Endorsement Effective		
	07/01/2021 12:01 AM		
Named Insured	Countersigned by		
COUNTY OF SAN BERNARDINOFIRE DEPARTMENT'S			

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)

#### Policy: 73 APS 101081

#### CALIFORNIA UNINSURED MOTORISTS NAMED OPERATOR REJECTION

#### Uninsured Motorists Coverage

The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, that the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code.

#### Uninsured Motorists Property Damage Coverage Where Policy Includes Collision Coverage

If Uninsured Motorists Coverage is not deleted and the policy of motor vehicle liability insurance includes collision coverage, the California Insurance Code requires an insurer to offer coverage which provides that the deductible amount, if any, to be paid by the named insured under the collision coverage shall be payable by the insurer in the event of collision involving a vehicle owned by the named insured and insured under the policy, and an uninsured motor vehicle. The named insured may elect not to accept the coverage or may waive this coverage when a motor vehicle is used or operated by a person or persons designated by name.

#### Uninsured Motorists Property Damage Coverage Where Policy Does Not Include Collision Coverage

If Uninsured Motorists Coverage is not deleted and the policy of motor vehicle liability insurance does not include collision coverage, the California Insurance Code requires an insurer to offer coverage for property damage to an insured motor vehicle, but not including personal property contained therein, caused by the owner or operator of an uninsured motor vehicle. However, this requirement does not apply to a "commercial vehicle" as defined in California Insurance Code Section 260. As used in this paragraph "property damage" means payment for loss or damage to the insured motor vehicle resulting from collision, not to exceed its actual cash value or three thousand five hundred dollars (\$3,500), whichever is less, for which loss or damage the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle. Property damage does not include compensation for loss of use of the motor vehicle. The named insured may elect not to accept the coverage or may waive this coverage when a non-commercial vehicle is used or operated by a person or persons designated by name. 73 APS 101081 POLICY NUMBER:

BY SIGNING BELOW YOU REJECT UNINSURED MOTORISTS COVERAGE AND UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE (IF APPLICABLE) IN THEIR ENTIRETY WITH RESPECT TO THE FOLLOWING DESIGNATED INDIVIDUAL(S) WHEN OPERATING A MOTOR VEHICLE:

#### Peter McKernan

Name of Individual

Name of Individual

I UNDERSTAND THAT THIS SELECTION WILL APPLY TO ALL SUBSEQUENT RENEWALS OF COVERAGE. AND TO ALL POLICIES OR ENDORSEMENTS WHICH EXTEND, CHANGE, SUPERSEDE OR REPLACE AN EXISTING POLICY ISSUED TO THE NAMED INSURED UNLESS CHANGED IN WRITING BY ANY NAMED INSURED.



Signature of Named Insured or representative



Date

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART CRIME AND FIDELITY COVERAGE PART EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE PART FARM COVERAGE PART LIQUOR LIABILITY COVERAGE PART MEDICAL PROFESSIONAL LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:
  - 2. All Policies In Effect For 60 Days Or Less If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:
    - **a.** 10 days before the effective date of cancellation if we cancel for:
      - (1) Nonpayment of premium; or
      - (2) Discovery of fraud by:
        - (a) Any insured or his or her representative in obtaining this insurance; or
        - (b) You or your representative in pursuing a claim under this policy.
    - a) 30 days before the effective date of cancellation if we cancel for any other reason.

#### 3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
  - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
  - (2) Discovery of fraud or material misrepresentation by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
  - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
  - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
  - (b) Continuation of the policy coverage would:
    - Place us in violation of California law or the laws of the state where we are domiciled; or
    - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

 B. The following provision is added to the Cancellation Common Policy Condition:

#### 7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- **b.** We may not cancel this policy solely because the first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part Causes Of Loss – Special Form; or
  - (2) Farm Coverage Part Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

**C.** The following is added and supersedes any provisions to the contrary:

#### Nonrenewal

 Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

#### 2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
  - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
  - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part Causes Of Loss – Special Form; or
  - Farm Coverage Part Causes Of Loss
     Form Farm Property, Paragraph D.
     Covered Causes Of Loss Special.
- **3.** We are not required to send notice of nonrenewal in the following situations:
  - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- **b.** If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1**.
- **c.** If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- **d.** If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

### PUNITIVE DAMAGE EXCLUSION DUTY TO DEFEND AMENDMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under all coverage forms and is effective on the inception date of the policy or on the date shown below.

The insuring agreement is amended to provide that this insurance does not apply to any sums awarded as punitive damages.

The Company has the right and duty to defend any suit asking for damages covered by this policy. However, the Company has no duty to defend suits for bodily injury or property damage not covered by this policy. The Company has the right to defend any suit against the insured which seeks both punitive damages and damages covered in the insuring agreement. However, the Company has no duty to defend any suit seeking only punitive damages or where the remaining allegations of a complaint seek only punitive damages, and the Company shall have the right to settle that part or parts of a suit seeking damages other than punitive.

In the event of a conflict of interest between the insured and the Company due to allegations of punitive damage or due to other allegations not covered by the insuring agreement, the Company shall not be obligated to retain separate counsel to represent the interests of the insured with respect to defense of non-covered allegations, but the insured shall have the right to retain separate counsel at the insured's expense to serve as co-counsel. The Company shall not be required to relinquish control of the defense to such co-counsel so long as covered allegations remain in the suit.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name National Liability & Fire Insurance Company	Policy Number 73 APS 101081
National Liability & Fire insurance Company	Endorsement Effective 07/01/2021 12:01 AM
Named Insured COUNTY OF SAN BERNARDINOFIRE DEPARTMENT'S	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

						07/12/2	2021	
THIS CERTIFICATE IS ISSUED AS A MATTER THIS CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSURANCE REPRESENTATIVE OR PRODUCER, AND THE	LY OR DOES	NEGA NOT (	ATIVELY AMEND, EXTEND	OR ALTER THE	COVERAGE A	FFORDED BY THE POLIC	IES	
IIMPORTANT: If the certificate holder is an AI	DITIO	NAL II	SURED, the policy(ies) m	ust have ADDIT	IONAL INSURE	D provisions or be		
endorsed. If SUBROGATION IS WAIVED, subj	ect to	the ter	rms and conditions of the	policy, certain p	olicies may rec	uire an		
endorsement. A statement on this certificate	does r	ot cor	fer rights to the certificate	e holder in lieu o	of such endorse	ement(s).		
PRODUCER				ITACT Ringw	alt & Liesche	Co. dba Pacific Gatewa	av Ing	suran
CRC Group			NAN	NE. •		FAX		
21550 Oxnard St. Ste 400				. No. Ext): 6612	2575977	(A/C. No):		
Woodland Hills, CA 91367			E-M/					
			ADD	RESS:	URER(S) AFFORDIN	G COVERAGE		NAIC #
INSURED						& FIRE INSURANCE	20(	052
COUNTY OF SAN BERNARDINOFIRE	DEPA	RTME		JRER B: COMPA	NY			
OF EMERGENCY SERVICES				JRER C:			$\rightarrow$	
222 W HOSPITALITY LANE 3RD FLOOR				JRER D: JRER E:			—	
SAN BERNARDINO, CA 92415				JRER E: JRER F:				
COVERAGES CERT	IFICA		MBER: 428,482		REVISION NU	JMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSU INDICATED. NOTWITHSTANDING ANY REQUIREME CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, T EXCLUSIONS AND CONDITIONS OF SUCH POLICIE	ENT, TE THE INS	RM OR	CONDITION OF ANY CONTR	ACT OR OTHER D	DOCUMENT WITH HEREIN IS SUBJ	RESPECT TO WHICH THIS	,	
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	s	
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE		\$
CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)		\$
						MED EXP (Any one person)		\$
						PERSONAL & ADV INJURY		\$
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		\$
						PRODUCTS - COMP/OP AGG		\$
								\$
						COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000
			73APS101081	07/04/0004	07/04/0000	BODILY INJURY (Per person)		\$ N/A
			73AF3101001	07/01/2021	07/01/2022 12:01 AM	BODILY INJURY (Per accident)		\$ N/A
HIRED AUTOS NON-OWNED ONLY AUTOS ONLY				12:01 AM	12:01 AM	PROPERTY DAMAGE (Per accident)		\$ N/A
								l
UMBRELLA LIAB OCCUR						EACH OCCURRENCE		\$
EXCESS LIAB CLAIMS-MADE						AGGREGATE		\$
DED RETENTION \$	1							\$
WORKERS COMPENSATION							TH-	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						ER	
OFFICER/MEMBER EXCLUDED? Y / N						E. L. EACH ACCIDENT		\$
(Mandatory in NH) If yes, describe under						E. L. DISEASE – EA EMPLOYE		\$
DESCRIPTION OF OPERATIONS below						E. L. DISEASE – POLICY LIMIT		\$
								\$
								\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (#	ACORD 1	01, Addi	tional Remarks Schedule, may be a	attached if more spac	ce is required)			
Vehicle Schedule: see attached			CAL	NCELLATION				

	CANCELLATION
EVIDENCE OF INSURANCE 222 W HOSPITALITY LANE 3RD FLOOR	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
San Bernardino, CA 92415	AUTHORIZED REPRESENTATIVE Jom 4
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M-5652 (10/2017)

#### Vehicle Schedule

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
2017 HME WESTATES HAZMAT 44KFT4282JWZ23035	Covered	Comp	N/A	N/A	N/A	N/A
2005 HME GPM TRUCK 44KFT428X5WZ20549	Covered	Comp	N/A	N/A	N/A	N/A
2006 HME GPM TRUCK 44KFT42805WZ20561	Covered	Comp	N/A	N/A	N/A	N/A
2019 HME GPM TRUCK 44KFT4283KWZ23269	Covered	Comp	N/A	N/A	N/A	N/A
2019 HME GPM TRUCK 44KFT428XKWZ23270	Covered	Comp	N/A	N/A	N/A	N/A
2019 HME GPM TRUCK 44KFT4281KWZ23268	Covered	Comp	N/A	N/A	N/A	N/A