

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Hub Int'l. Mountain States Ltd</b> <b>405 W Boxelder Rd, Ste A</b> <b>Gillette, WY 82718</b> <b>307 682-5967</b>	<b>CONTACT NAME:</b> Laurie Minchow <b>PHONE (A/C, No, Ext):</b> 307-823-6113 <b>FAX (A/C, No):</b> 866-632-4314 <b>E-MAIL ADDRESS:</b> laurie.minchow@hubinternational.com																					
<b>INSURED</b> <b>P C A Engineering Inc</b> <b>P O Box 2185</b> <b>Gillette, WY 82717</b>	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>First National Insurance Co of</td><td>24724</td></tr> <tr> <td>INSURER B :</td><td>American States Insurance Compa</td><td>19704</td></tr> <tr> <td>INSURER C :</td><td>Travelers Casualty and Surety o</td><td>31194</td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	First National Insurance Co of	24724	INSURER B :	American States Insurance Compa	19704	INSURER C :	Travelers Casualty and Surety o	31194	INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	First National Insurance Co of	24724																				
INSURER B :	American States Insurance Compa	19704																				
INSURER C :	Travelers Casualty and Surety o	31194																				
INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>X</b>	<b>X</b>	<b>01CI4597824</b>	<b>06/01/2014</b>	<b>06/01/2015</b>	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>	<b>X</b>	<b>X</b>	<b>01CI4597824</b>	<b>06/01/2014</b>	<b>06/01/2015</b>	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			<b>01SU42389940</b>	<b>06/01/2014</b>	<b>06/01/2015</b>	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000						\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>01CI4597824</b>	<b>06/01/2014</b>	<b>06/01/2015</b>	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
<b>C</b>	<b>Prof Liability</b>			<b>0105240421</b>	<b>02/19/2014</b>	<b>02/19/2015</b>	<b>\$2,500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**JRE: Southern Industrial Addition Annexation; Certificate holder is listed as an Additional Insured, Primary Non Contributory as per form CG7680 10-02 with Waiver of Subrogation per form CG2404 05-09 in reference to General Liability. with Auto Liability as per form CA7110 as required by written contract or agreement:**

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Gillette</b> <b>Attn Dustin Hamilton</b> <b>PO Box 3003</b> <b>Gillette, WY 82717</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
---	---

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

## **ADDITIONAL INSURED PRIMARY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

++++  
++++

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II — WHO IS AN INSURED** is amended to include as an additional insured the person or organization shown in the Schedule subject to the following provisions:

1. The additional insured is an insured but only for liability directly resulting from:
  - a. your ongoing operations for the additional insured whether the work is performed by you or for you; or
  - b. the general supervision of your ongoing operations by the additional insured.
2. This insurance does not apply to:
  - a. "Bodily injury" or "property damage" arising out of any act or omission of, or for defects in design furnished by or for, the additional insured or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

A person's or organization's status as an additional insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on

you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

The insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy, or
- b. The coverage and/or limits required by the contract, agreement or permit.

With respect to the insurance afforded the additional insured, paragraph 4. of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

#### **4. Other Insurance**

- a. This insurance is primary and noncontributory, and our obligations are not affected by any other insurance where the additional insured is the Named Insured, whether primary, excess, contingent, or on any other basis; however, the defense of any claim or "suit" must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- b. This additional provision applies only to the additional insured shown in the Schedule and the coverage provided by this endorsement.



**COMMERCIAL GENERAL LIABILITY**  
**CG 24 04 10 93**

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

**WAIVER OF TRANSFER OF RIGHTS OF  
RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

++++  
++++  
++++

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV — COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Copyright, Insurance Services Office, Inc., 1992



**COMMERCIAL AUTO  
CA 71 10 03 07**

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

## **AUTO PLUS ENDORSEMENT**

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.

#### **EXTENDED CANCELLATION CONDITION**

Paragraph **2.b.** of the CANCELLATION Common Policy Condition is replaced by the following:

- b.** 60 days before the effective date of cancellation if we cancel for any other reason.

#### **TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE**

Under paragraph **C.** — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION **1** — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

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 breakdown, repair, servicing, “loss” or destruction.

#### **BROAD FORM NAMED INSURED**

SECTION **II** — LIABILITY COVERAGE — **A.1.** WHO IS AN INSURED provision is amended by the addition of the following:

- d.** Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

#### **BLANKET ADDITIONAL INSURED**

SECTION **II** — LIABILITY COVERAGE — **A.1.** WHO IS AN INSURED provision is amended by the addition of the following:

- e.** Any person or organization for whom you are required by an “insured contract” to provide insurance is an “insured”, subject to the following additional provisions:
  - (1)** The “insured contract” must be in effect during the policy period shown in the Declarations, and must have been executed prior to the “bodily injury” or “property damage”.
  - (2)** This person or organization is an “insured” only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an “accident” occurring while a covered “auto” is being driven by you or one of your employees.
  - (3)** There is no coverage provided to this person or organization for “bodily injury” to its employees, nor for “property damage” to its property.
  - (4)** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
  - (5)** The defense of any claim or “suit” must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or “suit”.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.  
Copyright, Insurance Services Office, Inc., 1997

- (6) The coverage provided will not exceed the lesser of:
  - (a) The coverage and/or limits of this policy; or
  - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph **d** ends when your operations for that "insured" are completed.

## EMPLOYEE AS INSURED

Under Paragraph **A.** of Section **II** — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

## FELLOW EMPLOYEE COVERAGE

Exclusion **5.** FELLOW EMPLOYEE of SECTION **II** — LIABILITY COVERAGE — **B.** EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

## BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section **II** — LIABILITY COVERAGE — **A.1.D.** BROAD FORM NAMED INSURED and **A.1.e.** BLANKET ADDITIONAL INSURED.

## PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph **A.4.** of SECTION **III** — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

## PERSONAL EFFECTS COVERAGE

**A.** SECTION **III** — PHYSICAL DAMAGE COVERAGE, **A.4.** COVERAGE EXTENSIONS, is amended by adding the following:

### c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

## EXTRA EXPENSE — BROADENED COVERAGE

Paragraph **A.** — COVERAGE of SECTION **III** — PHYSICAL DAMAGE COVERAGE is amended to add:

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

## AIRBAG COVERAGE

Under paragraph **B.** — EXCLUSIONS of SECTION **III** — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

## NEW VEHICLE REPLACEMENT COST

Under Paragraph **C** — LIMIT OF INSURANCE of Section **III** — PHYSICAL DAMAGE COVERAGE section **2** is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
  - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
  - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

## TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

## LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

## GLASS REPAIR — WAIVER OF DEDUCTIBLE

Under paragraph D. — DEDUCTIBLE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

## AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. — DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — of SECTION IV — BUSINESS AUTO CONDITIONS that you must notify us of an

“accident” applies only when the “accident” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

## UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

- (1) The “accident” or “loss” results from the use of an “auto” hired for 30 days or less.

## RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

## HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired “autos” are covered “autos” for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire or borrow.

The most we will pay for loss to any hired “auto” is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned “auto” of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

## HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired “auto” if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

## RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of a covered “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  1. The number of days reasonably required to repair or replace the covered “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered “auto” and return it to you.
  2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
  1. Necessary and actual expenses incurred.
  2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve “autos” available to you for your operations.
- E. If “loss” results from the total theft of a covered “auto” of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered “auto” that is described or designated as a covered “auto” on

Rental Reimbursement Coverage Form  
CA 99 23.

the manufacturer for the installation of a radio.

## AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

### A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.  
  
However, this does not include tapes, records or discs.
3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

### B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - b. permanently installed in the opening of the dash or console normally used by

### C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "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

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then 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" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,



return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

**SECTION V — DEFINITIONS** is amended by adding the following:

- Q. “Personal effects” means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. “New vehicle” means any “auto” of which you are the original owner and the “auto” has not been previously titled and is less than 365 days past the purchase date.