

Agency Code: Y0177  
Policy Number: 5016366



*The enclosed policy has  
been prepared for:*

LEADER ELECTRIC CO, INC

410 W 127TH ST

NEW YORK, NY 10027

*Presented by the Utica National  
companies and your independent agent:*

Usi Ins Services LLC  
Suite 800  
333 Earle Ovington Blvd  
Uniondale, NY 11553



Agency Code: Y0177  
Policy Number: 5016366

LEADER ELECTRIC CO, INC  
410 W 127TH ST  
NEW YORK, NY 10027

Dear Policyholder,


Thank you for choosing Utica National Insurance Group for your insurance needs. We understand that you have many choices and appreciate the trust you and your independent insurance agent place in us to provide security and protection for your business.

Your policy and related documents are enclosed. Please read them carefully. If you have any questions, please contact your agent directly. The contact information is listed below.

As we enter our second century of business, we work with your agent to provide you a customer experience that makes you feel appreciated and respected by providing real value to you, when you need us.

Thank you for your business.

Sincerely,



Richard Creedon, Esq.  
President and CEO

Usi Ins Services LLC  
Suite 800  
333 Earle Ovington Blvd  
Uniondale, NY 11553

 **Utica National Insurance Group**  
Insurance that starts with you.®  
Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413  
www.uticanational.com • 1.800.274.1914  



## SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE NOTICE AND ELECTION

New York State law requires that upon written request of an insured, and upon payment of the premium, an insurer issuing or delivering a policy that satisfies the requirements of Article 6 of the New York Vehicle and Traffic Law shall provide Supplemental Spousal Liability (SSL) Insurance coverage.

Supplemental Spousal Liability insurance provides bodily injury liability coverage under a motor vehicle insurance policy to cover the liability of an insured spouse because of the death of or injury to his or her spouse, even where the injured spouse must prove the culpable conduct of the insured spouse.

When elected, this coverage is included with the policy's bodily injury liability limits and does not increase the amount of those limits. For example:

Insured's bodily injury policy coverage limit: \$500,000  
Insured's bodily injury damage claim paid to spouse: \$75,000  
Insured's bodily injury policy coverage limit available  
to all other claimants injured in the same accident: \$425,000

This example assumes the spouse and other claimants involved in the accident have a right to sue the insured for economic loss or for non-economic loss (i.e., pain and suffering) sustained as a result of a "serious injury" as defined in Section 5102 (d) of the Insurance Law. It must also have been shown that there was negligence on the part of the insured.

The additional premium for SSL coverage is 5% of the Liability premium for all vehicles insured on your policy. This additional premium can be calculated by multiplying the PREMIUM for LIABILITY coverage (under ITEM TWO on the attached COMMERCIAL AUTO COVERAGE PART - DECLARATIONS or GARAGE DECLARATIONS form) by .05. Please see your agent/broker if you have questions about this optional coverage.

**NOTE:** WE WILL EXCLUDE SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE FROM YOUR POLICY UNLESS YOU INDICATE TO US THAT YOU WANT IT AND AGREE TO PAY THE ADDITIONAL PREMIUM FOR IT.

### ELECTION TO ADD/DELETE SUPPLEMENTAL SPOUSAL LIABILITY INSURANCE COVERAGE

- Please add SSL Coverage as outlined above to my policy.
- Please delete SSL Coverage from my policy.

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Date

This election will apply to your current policy and to any subsequent renewal of it unless/until you make a new election.



Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413





**DECLARATIONS - Continued**

Policy No. 5016366

**ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN**

**Auto No. 1** 2002 Ford Econoline  
 1FTNE24L72HB26612  
 Principal Garaging: St. NY Ter. 018 Twn. NEW YORK  
 410 W 127TH ST, NEW YORK, NY 10027

COST NEW OR SYMBOL \$22,400 CLASS 01483 GVW GCW AGE GROUP RADIUS MILES 50 USE S

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit \$1,000,000	Ded. \$0		Limit Included	Limit \$10,000	
Premium \$3,776	\$269			\$4	
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>		<u>STATED AMOUNT</u>	<u>TOWING &amp; LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)				<u>SUBJECT TO CA9928</u>	<u>TOTAL PREMIUM</u>
Deductible Premium			Limit Premium		\$4,164

**Auto No. 2** 2003 Ford Econoline  
 1FTNE24L63HB85958  
 Principal Garaging: St. NY Ter. 018 Twn. NEW YORK  
 410 W 127TH ST, NEW YORK, NY 10027

COST NEW OR SYMBOL \$22,795 CLASS 01483 GVW GCW AGE GROUP RADIUS MILES 50 USE S

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit \$1,000,000	Ded. \$0		Limit Included	Limit \$10,000	
Premium \$3,776	\$269			\$4	
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>		<u>STATED AMOUNT</u>	<u>TOWING &amp; LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)				<u>SUBJECT TO CA9928</u>	<u>TOTAL PREMIUM</u>
Deductible Premium			Limit Premium		\$4,164

**Auto No. 3** 2003 Ford Econoline  
 1FTSE34L13HB55100  
 Principal Garaging: St. NY Ter. 018 Twn. NEW YORK  
 410 W 127TH ST, NEW YORK, NY 10027

COST NEW OR SYMBOL \$25,305 CLASS 01483 GVW GCW AGE GROUP RADIUS MILES 50 USE S

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit \$1,000,000	Ded. \$0		Limit Included	Limit \$10,000	
Premium \$3,776	\$269			\$4	
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>		<u>STATED AMOUNT</u>	<u>TOWING &amp; LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)				<u>SUBJECT TO CA9928</u>	<u>TOTAL PREMIUM</u>
Deductible Premium			Limit Premium		\$4,164

**Auto No. 4** 2005 Ford Econoline  
 1FTNE24L95HA02698  
 Principal Garaging: St. NY Ter. 018 Twn. NEW YORK  
 410 W 127TH ST, NEW YORK, NY 10027

COST NEW OR SYMBOL \$23,950 CLASS 01483 GVW GCW AGE GROUP RADIUS MILES 50 USE S

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit \$1,000,000	Ded. \$0		Limit Included	Limit \$10,000	
Premium \$3,776	\$269			\$4	
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>		<u>STATED AMOUNT</u>	<u>TOWING &amp; LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)				<u>SUBJECT TO CA9928</u>	<u>TOTAL PREMIUM</u>
Deductible Premium \$1,000		\$1,000	Limit Premium		\$4,333
\$62		\$107			



**DECLARATIONS - Continued**

Policy No. 5016366

**ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN**

**Auto No. 5** 2002 Ford Econoline  
 1FTSE34L92HA87921  
 Principal Garaging: St. NY Ter. 018 Twn. NEW YORK  
 410 W 127TH ST, NEW YORK, NY 10027  
 COST NEW OR SYMBOL \$24,880 CLASS 01483 GVW GCW AGE GROUP RADIUS MILES 50 USE S  
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit \$1,000,000	Ded. \$0		Limit Included	Limit \$10,000	
Premium \$3,776	\$269			\$4	
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>		<u>STATED AMOUNT</u>	<u>TOWING &amp; LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)				<u>SUBJECT TO CA9928</u>	<u>TOTAL PREMIUM</u>
Deductible Premium			Limit Premium		\$4,164

**Auto No. 6** 1999 Ford F-450  
 1FDXF46S9XEC32621  
 Principal Garaging: St. NY Ter. 018 Twn. NEW YORK  
 410 W 127TH ST, NEW YORK, NY 10027  
 COST NEW OR SYMBOL \$0 CLASS 01483 GVW GCW AGE GROUP RADIUS MILES 50 USE S  
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit \$1,000,000	Ded. \$0		Limit Included	Limit \$10,000	
Premium \$3,776	\$269			\$4	
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>		<u>STATED AMOUNT</u>	<u>TOWING &amp; LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)				<u>SUBJECT TO CA9928</u>	<u>TOTAL PREMIUM</u>
Deductible Premium			Limit Premium		\$4,164

**Auto No. 7** 2008 International CF500  
 3HAJEAVH08L641802  
 Principal Garaging: St. NY Ter. 018 Twn. NEW YORK  
 410 W 127TH ST, NEW YORK, NY 10027  
 COST NEW OR SYMBOL \$40,000 CLASS 21483 GVW GCW AGE GROUP RADIUS MILES 50 USE S  
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit \$1,000,000	Ded. \$0		Limit Included	Limit \$10,000	
Premium \$3,975	\$269			\$4	
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>		<u>STATED AMOUNT</u>	<u>TOWING &amp; LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)				<u>SUBJECT TO CA9928</u>	<u>TOTAL PREMIUM</u>
Deductible Premium	\$1,000	\$1,000	Limit Premium		\$4,566
	\$74	\$129			

**Auto No. 8** 2006 Dodge Sprinter 250  
 WD0PD644365925331  
 Principal Garaging: St. NY Ter. 018 Twn. NEW YORK  
 410 W 127TH ST, NEW YORK, NY 10027  
 COST NEW OR SYMBOL \$35,000 CLASS 01483 GVW GCW AGE GROUP RADIUS MILES 50 USE S  
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit \$1,000,000	Ded. \$0		Limit Included	Limit \$10,000	
Premium \$3,776	\$269			\$4	
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>		<u>STATED AMOUNT</u>	<u>TOWING &amp; LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)				<u>SUBJECT TO CA9928</u>	<u>TOTAL PREMIUM</u>
Deductible Premium	\$1,000	\$1,000	Limit Premium		\$4,381
	\$77	\$140			

**DECLARATIONS - Continued**

Policy No. 5016366

**ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE

<u>STATE</u>	<u>ESTIMATED COST OF HIRE FOR EACH STATE</u>	<u>RATE PER EACH \$100 COST OF HIRE</u>	<u>PREMIUM</u>
NY			\$40

LIABILITY COVERAGE - RATING BASIS, NUMBER OF DAYS - (FOR MOBILE OR FARM EQUIPMENT - RENTAL PERIOD BASIS)

<u>STATE</u>	<u>ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED</u>	<u>BASE PREMIUM</u>	<u>FACTOR</u>	<u>PREMIUM</u>

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

**TOTAL PREMIUM** \$40

PHYSICAL DAMAGE COVERAGE

<u>COVERAGES</u>	<u>LIMIT OF INSURANCE</u>	<u>RATE</u>	<u>MINIMUM PREMIUM</u>	<u>PREMIUM</u>
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$0 Ded. FOR EACH COVERED "AUTO".			
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS Ded. FOR EACH COVERED "AUTO" FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			\$0
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS Ded. FOR EACH COVERED "AUTO."			

PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless otherwise stated below.

**TOTAL PREMIUM** \$0

**ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY**

<u>NAMED INSURED'S BUSINESS</u>	<u>RATING BASIS</u>	<u>NUMBER</u>	<u>PREMIUM</u>
OTHER THAN GARAGE SERVICE OPERATIONS AND OTHER THAN SOCIAL SERVICE AGENCIES	No. of Employees	1	\$164
	No. of Partners		
GARAGE SERVICE OPERATIONS	No. of Employees Whose Principal Duty Involves The Operation		
SOCIAL SERVICE AGENCY	No. of Employees		
	No. of Volunteers		

**TOTAL PREMIUM** \$164

## NEW YORK SUPPLEMENTAL DECLARATIONS (PERSONAL INJURY PROTECTION)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The following replaces the P.I.P. lines from the Business Auto or Garage Declarations as respects any auto principally garaged in the State of New York:

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

This policy provides only the following coverages where a charge is shown in the premium column below. Each of the 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 or the Garage Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS <small>(Entry of one or more symbols shows which autos are covered autos)</small>	LIMITS <small>THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS</small>	DEDUCTIBLE	PREMIUM
MANDATORY PERSONAL INJURY PROTECTION (P.I.P.) (Basic Economic Loss)	5	\$50,000 (SEE MANDATORY P.I.P. ENDORSEMENT - CA2232 or CA2248)	Minus \$	\$ Included
OPTIONAL BASIC ECONOMIC LOSS (O.B.E.L.)	5	\$ (SEE O.B.E.L. ENDORSEMENT - CA2260)		\$
ADDED PERSONAL INJURY PROTECTION	5	\$Included (SEE ADDED P.I.P. ENDORSEMENT - CA2233)		\$ Included
TOTAL - ALL P.I.P. COVERAGES (Excluding Death Benefits)		\$	NY P.I.P. TOTAL	\$ 2,152
DEATH BENEFIT*		\$2,000 (IN ADDITION TO P.I.P. LIMITS ABOVE)		INCLUDED
MAXIMUM MONTHLY WORK LOSS*		\$2,000 (INCLUDED IN P.I.P. LIMITS)	PER MONTH	INCLUDED
OTHER NECESSARY EXPENSES*		\$25 (INCLUDED IN P.I.P. LIMITS)	PER DAY	INCLUDED

\*Limits shown above are the total of Mandatory and Additional P.I.P. Coverage Options selected.

## SUPPLEMENTAL DECLARATIONS

Named Insured: LEADER ELECTRIC CO, INC

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

<u>FORM</u>	<u>EDITION</u>	<u>TITLE</u>
8L2417	Ed. 12-13	Policy Amendment & Schedule Of Changes
7A454	Ed. 09-07	Cover Sheet
7A455	Ed. 02-16	Commercial Edge Cover Letter
8L1867	Ed. 01-03	Supplemental Spousal Liability Coverage Notice And Election
8DUBACNY	Ed. 05-10	Commercial Auto Coverage Part - Declarations
8DUBACNY	Ed. 05-10	Commercial Auto Coverage Part - Declarations
8DUBACNY	Ed. 05-10	Commercial Auto Coverage Part - Declarations
8E1821	Ed. 06-11	New York Supplemental Declarations (Personal Injury Protection)
8S1018	Ed. 12-93	Endorsement Schedule
8S1021	Ed. 09-90	Named Insured Schedule
8E1892	Ed. 07-98	New York Supplemental Declarations Supplementary Uninsured/Underinsured (SUM) Coverage
8L1568	Ed. 01-97	For Auto Glass Claims
8L937	Ed. 04-05	Policyholders Notice
8L1029	Ed. 02-03	Policyholder Notice Rental Vehicle Coverage
8L1326	Ed. 07-98	Important Policyholder Notice - NY SUM Insurance Coverage
8L1367	Ed. 02-93	Important Information To Policyholders
8L1773	Ed. 10-01	New York State Insurance ID Cards Explanatory Material And Instructions
8L2289	Ed. 11-10	New York Rental Vehicle Reimbursement Right To Select Rental Vehicle Company And Location
8L1256	Ed. 11-91	New York Personal Injury Protection Selection Form
8L1669	Ed. 06-99	Broadening, Restrictions And Clarifications Of Coverage
8E2002	Ed. 08-93	Notice Of Accident, Claim, Suit Or Loss
8E2003	Ed. 08-93	Knowledge Of Accident, Claim, Suit Or Loss
IL0017	Ed. 11-98	Common Policy Conditions
CA0001	Ed. 03-10	Business Auto Coverage Form
CA9903	Ed. 03-06	Auto Medical Payments Coverage
8E2419	Ed. 04-17	Commercial Automobile Extension Endorsement
8L2502	Ed. 04-17	Commercial Automobile Extension Endorsement
CA0102	Ed. 04-98	New York Changes - For Hire Autos
8E2004NY	Ed. 06-96	Cancellation Or Non Renewal Change
8E2005	Ed. 09-95	Unintentional Failure To Disclose Hazards
IL0183	Ed. 08-08	New York Changes - Fraud
8E1529	Ed. 07-87	New York Amendatory Endorsement Additional Condition
8E2067	Ed. 07-95	Deductible Application - Unscheduled Autos
CA2232	Ed. 11-13	New York Mandatory Personal Injury Protection Endorsement
CA3108	Ed. 11-98	New York Split Supplementary Uninsured/Underinsured Motorists

POLICY NUMBER: 5016366

COMMERCIAL AUTO LIABILITY  
COMMERCIAL GENERAL LIABILITY  
COMMERCIAL INLAND MARINE  
COMMERCIAL PROPERTY  
BUSINESSOWNERS  
CRIME

## SUPPLEMENTAL DECLARATIONS

Named Insured: LEADER ELECTRIC CO, INC

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

<u>FORM</u>	<u>EDITION</u>	<u>TITLE</u>
		Limits
IL0185	Ed. 08-08	New York Changes - Calculation Of Premium
CA2233	Ed. 11-13	Additional Personal Injury Protection (New York)
CA3107	Ed. 10-13	New York Supplementary Uninsured/Underinsured Motorists
		Endorsement
CA0225	Ed. 01-14	New York Changes - Cancellation
8E3967	Ed. 09-15	New York Changes In Business Auto, Business Auto Physical
		Damage, Motor Carrier And Truckers Coverage Forms
8E3829	Ed. 10-12	Wear & Tear Exclusion
BillingDownPayme ntInv	Ed. oi-ce	

POLICY NUMBER: 5016366

COMMERCIAL AUTO  
COMMERCIAL GENERAL LIABILITY  
COMMERCIAL INLAND MARINE  
COMMERCIAL PROPERTY  
BUSINESSOWNERS  
CRIME

## **SUPPLEMENTAL DECLARATIONS**

Named Insured: LEADER ELECTRIC CO, INC

Schedule of Named Insureds

LEADER ELECTRIC CO, INC

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

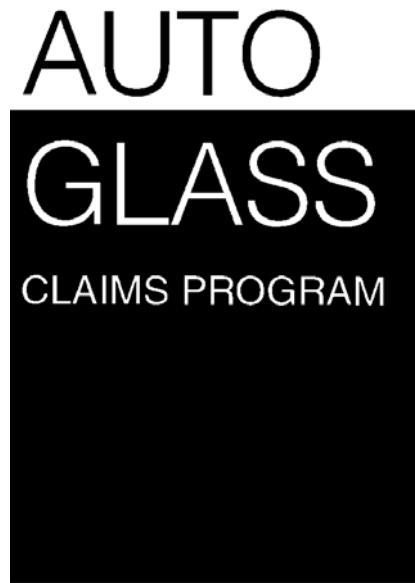
## **NEW YORK SUPPLEMENTAL DECLARATIONS SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (SUM) COVERAGE**

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO COVERAGE PART

1. The Limit of Insurance shown in the Declarations for Uninsured Motorists Coverage with respect to autos registered in New York are the Supplementary Uninsured/Underinsured Motorists (SUM) limits; and
2. The most we will pay under the SUM coverage is the SUM limit as described in **1.** above. The SUM limit will be reduced and thus offset by any motor vehicle bodily injury liability or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.

**For Auto Glass claims, call our  
toll free number...**



**1-800-216-1420**



**Utica National Insurance Group**

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413



THIS NOTICE WITH THE COVERAGE FORM(S), DECLARATIONS PAGE AND  
ENDORSEMENT(S), IF ANY, COMPLETES YOUR POLICY.

**UTICA NATIONAL INSURANCE COMPANY OF TEXAS**

**DIVIDEND PROVISION - PARTICIPATING COMPANIES:**

The named insured shall be entitled to participate in a distribution of the surplus of the Company, as determined by its Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code, of 1951, as amended.

**IN WITNESS WHEREOF**, the Utica National Insurance Company of Texas has caused this policy to be signed by its president and secretary at Richardson, Texas, and countersigned on the declarations page by a duly authorized representative of the company.

  
Secretary

  
President

# POLICYHOLDERS NOTICE

## RENTAL VEHICLE COVERAGE (COMMERCIAL AUTO)

**NOTE: This Notice applies to you only if your policy was issued to an individual as the Named Insured and your policy covers less than five "Private Passenger Motor Vehicles" as defined in the "New York Changes - Rental Vehicle Coverage" endorsement.**

Rental Vehicle Coverage Premium Charge: NONE

The New York Changes - Rental Vehicle Coverage endorsement to this policy provides protection in the event of damage to, or loss of, a rental vehicle, including loss of use, as described in the endorsement.

Rental Vehicle Coverage is mandated by New York State law to reduce problems that confront consumers and leave them vulnerable to major unanticipated costs when dealing with rental vehicle coverages.

This Rental Vehicle Coverage protects you whenever rental vehicles are rented and operated anywhere within the United States, its territories or possessions, and Canada.

Rental Vehicle Coverage is being automatically added to your policy at no charge by the member companies of the Utica National Insurance Group; however, in the event that a premium is at any time charged or increased for Rental Vehicle Coverage, you have the right to reject this coverage and not pay such charge, if you so inform your insurer within ten calendar days after you receive notice that such a premium charge or increase will be made for Rental Vehicle Coverage.

Please review the New York Changes - Rental Vehicle Coverage endorsement itself. If you wish to obtain additional information regarding this coverage; please contact your insurance agent or broker, or call our toll free telephone number: (800) 274-1914.



**Utica National Insurance Group**

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

# IMPORTANT POLICYHOLDER NOTICE

## New York Supplementary Uninsured/Underinsured Motorists Insurance Coverage

Pursuant to State of New York Insurance Department Regulation 35-D, we are required to provide this written notice to you concerning Supplementary Uninsured/Underinsured Motorists (**SUM**) Coverage.

### AVAILABILITY

You may purchase **SUM Coverage** at the following limits:

\$50,000	\$300,000
\$100,000	\$350,000
\$200,000	\$500,000
\$250,000	\$1,000,000

(you may not purchase a **SUM Coverage** limit exceeding the amount of third party liability coverage purchased.)

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### THE BASICS OF SUM COVERAGE

1. A policyholder should consider purchasing **SUM COVERAGE** in order to protect against the possibility of an accident involving another motor vehicle whose owner or operator was negligent and who:
  - a. may have no insurance whatsoever; or
  - b. even if insured, is only insured for third-party bodily injury at relatively low liability limits, in comparison to the policyholder's own liability limits for bodily injury sustained by third-parties.
2. By purchasing **SUM Coverage**, which cannot be purchased in an amount exceeding the amount of third party liability coverage purchased, the policyholder and any insured under the policy can:
  - a. be protected for bodily injury to themselves, up to the limit of the **SUM Coverage** purchased; and
  - b. receive from the policyholder's own insurer payment for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.
3. The maximum amount payable under the **SUM Coverage** shall be the policy's **SUM** limit reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident.

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### THE DIFFERENCE BETWEEN STATUTORY UNINSURED MOTORISTS COVERAGE AND SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (SUM) COVERAGE

You must purchase either **Statutory Uninsured Motorists Coverage** or **Supplementary Uninsured/Underinsured Motorists Coverage**.

The following is a summary of the **notable** differences between Statutory Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured Motorists Coverage and is not intended to substitute for a complete review of both coverages. If there is any conflict between the policy and this advisory explanation, the provisions of the policy apply.

#### **STATUTORY UNINSURED MOTORISTS COVERAGE**

**Statutory Uninsured Motorist Coverage** provides coverage for injuries that result from an automobile accident with a negligent motorist who has no insurance at all.

If someone is injured by this type of motorist and does not die, **Statutory Uninsured Motorists Coverage** provides up to \$25,000 for each person injured, with a \$50,000 maximum for each accident. If the injury results in death, **Statutory Uninsured Motorist Coverage** provides up to \$50,000 for each person that dies, subject to a \$100,000 maximum payment for each accident resulting in the death of two or more people. These limits are the only limits available under **Statutory Uninsured Motorists Coverage**.

**Statutory Uninsured Motorists Coverage** will pay for injuries or death **only** if the accident occurs in the State of New York.

## SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (SUM) COVERAGE

**Supplementary Uninsured/Underinsured Motorists Coverage** not only provides the in-state Statutory Uninsured Motorists Coverage described above, but also affords out-of-state coverage for injuries that result from an automobile accident with a negligent motorists who has no insurance at all.

**SUM Coverage** also provides coverage for injuries that result from an automobile accident with a negligent motorist who has bodily injury liability insurance, but at limits less than the bodily injury liability coverage of your own automobile policy. This kind of insurance is called "underinsured motorists coverage," and it's included in **SUM Coverage**.

If you decide to buy **SUM Coverage**, you may purchase this coverage at limits higher than the Statutory Uninsured Motorists Coverage limit. However, the **SUM Coverage** limit may not exceed your bodily injury liability limit. These higher limits may offer a greater degree of protection from the negligence of both uninsured motorists and underinsured motorists.

If an accident occurs to which **SUM Coverage** applies, your **SUM Coverage** limit will be reduced by any liability insurance or bond payment made by a negligent motorist.

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### **EXAMPLES OF SUM COVERAGE**

The following examples (using the per person limits) illustrate the proper application of **SUM Coverage**:

**(1) Example One:**

Insured's Bodily Injury Damages	\$ 300,000
Insured's Liability Limit	\$ 500,000
Insured's SUM Limit	\$ 250,000
Other Motor Vehicle Liability Limit	\$ 25,000

**Result:**

In this example, the insured has purchased the maximum amount of **SUM Coverage** that must be offered by the insurer. Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle, and \$225,000 (\$250,000 minus \$25,000) under the **SUM Coverage**, for a total recovery of \$250,000.

However, in the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, the insured would collect \$250,000 in **SUM Coverage** from the insured's own insurer.

But if the owner or operator of the other motor vehicle was not negligent, the insured would receive no **SUM** payments.

**(2) Example Two:**

Insured's Bodily Injury Damages	\$ 100,000
Insured's Liability Limit	\$ 25,000
Insured's <b>SUM</b> Limit	\$ 25,000
Other Motor Vehicle Liability Limit	\$ 25,000

**Result:**

Insured recovers \$25,000 from the negligent other motor vehicle owner or operator. But the insured receives nothing under the **SUM Coverage**, which equals the mandatory uninsured motorists coverage, since the other owner or operator's vehicle did not have less liability insurance than the insured's vehicle. If the insured's liability and **SUM** limits were both \$50,000, the insured would collect another \$25,000 in **SUM Coverage** from the insured's own insurer.

**(3) Example Three:**

Insured's Bodily Injury Damages	\$ 60,000
Insured's Liability Limit	\$ 100,000
Insured's <b>SUM</b> Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 50,000

**Result:**

Insured recovers \$50,000 from the other negligent motor vehicle owner or operator and \$10,000 under the **SUM Coverage**, which is the difference between the amount of the insured's **SUM Coverage** and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of the insured's bodily injury damages.

(4) Example Four:

Insured's Bodily Injury Damages	\$ 150,000
Insured's Liability Limit	\$ 100,000
Insured's <b>SUM</b> Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 25,000

Results:

Suppose the insured and the other motor vehicle owner or operator were each 50 percent at fault for the accident, then the insured's total recovery would be \$75,000, in light of comparative negligence of the parties involved in the accident. The insured would recover \$25,000 from the other negligent motor vehicle owner or operator and \$50,000 under the **SUM Coverage**.

On the other hand, if the other motor vehicle owner or operator was totally at fault for the accident, the insured would recover \$25,000 from the negligent motor vehicle owner or operator and would then receive \$75,000 in **SUM Coverage** from the insured's own insurer. Had the insured purchased liability and **SUM** limits of \$150,000 or more, the **SUM** recovery would then be \$125,000.

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Should you wish to purchase **SUM Coverage** or desire further information concerning this, please contact your Utica National Insurance Group agent.



**Utica National Insurance Group**

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

# IMPORTANT INFORMATION TO POLICYHOLDERS

For purposes of inquiries, to obtain coverage information, and to provide assistance in resolving complaints.

**Please call 1-800-274-1914**

or Write:

Utica National Insurance Group  
Eastern Regional Office  
P.O. Box 530  
Utica, New York 13503-0530



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# NEW YORK STATE INSURANCE ID CARDS EXPLANATORY MATERIAL AND INSTRUCTIONS

Please note the following *IMPORTANT* information regarding your insurance identification cards:

1. Financial security (insurance) shall be maintained without interruption during the entire registration period regardless of whether the vehicle is driven.
2. License plates must be surrendered before insurance is cancelled or suspended with no exceptions. This is New York State Law. Surrendering license plates before cancellation of insurance will prevent the department of motor vehicles (DMV) from contacting you. All insurance companies are required by law to report cancellations to the DMV.
3. Policyholders moving out of New York State must coordinate the surrender of their NYS license plates with the cancellation of their New York auto insurance policy with obtaining a new registration and insurance in another state. This will prevent the DMV from contacting the policyholder.
4. There are two identification cards for each vehicle insured. These cards represent that insurance is provided for the named insured and the described vehicle, as applicable, as of the effective date shown on the card.
5. Encrypted 2D bar codes on ID cards contain tamper proof security features that prevent ID card fraud. The bar code contains information about the policy, effective dates of coverage and issuance date, registrant name and address, vehicle description (as applicable) and the issuer of the ID card.
6. The enclosed ID cards are issued using software that allows the ID cards to be faxed. Successful faxing requires equipment in good working order both sending and receiving. Faxed ID cards are only acceptable if the ID card contains a large faxable bar code that scans (is readable).
7. Policyholders should check to be sure that the name and vehicle identification number (VIN) on all ID cards are identical to the name and VIN on all registrations. Policyholders should immediately notify their agent and/or insurer of any discrepancies so a corrected ID card and policy record can be issued.
8. Policyholders must keep one ID card in the vehicle at all times.
9. An ID card must, upon demand, be shown to a law enforcement officer, judge, hearing officer or any person with whom the insured or other driver may have had an accident. In the event of an accident, the insured or driver can also demand to see the other driver's ID card.
10. The failure to produce an ID card at the request of a law enforcement officer is presumptive evidence of uninsured operation for which the driver may be given a ticket. An ID card must be produced upon demand by any driver of a vehicle; not just the registrant.
11. If the second ID card is not currently required for registration purposes it should be kept in a safe place since it may be required to be submitted to DMV as proof of insurance in the future.

12. Upon loss of an ID card the insured shall contact the insurance company, agent or broker, not DMV.
13. An ID card is only as good as the policy that it represents. If for any reason the insurance policy is terminated, then the ID cards issued in conjunction with such policy are void. Any use of such invalid ID cards may be a violation of law.
14. Failure to maintain liability insurance coverage continuously throughout the registration period even if the vehicle is not in use may result in the suspension of the registration and driving privileges. Registrants if eligible may opt to pay a civil penalty for each day that a vehicle was registered and uninsured one time in a 3 year period if the lapse in coverage does not exceed 90 days. A thirty-day revocation may be imposed on for hire vehicles such as taxis, liveries, buses, rentals and so forth.
15. Driving without insurance, a valid registration or driver's license is subject to severe sanctions under the law. A driver may be arrested and incarcerated and the vehicle impounded. Such driver is subject to fines and surcharges in a court of law. In cases of uninsured operation DMV will impose mandatory revocation of registration and driver's license as well as a substantial civil penalty.
16. Fraudulent issuance or use of an ID card as proof of a non-existent policy is punishable as a misdemeanor under NYS law.



**Utica National Insurance Group**

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413



## NEW YORK

### RENTAL VEHICLE REIMBURSEMENT RIGHT TO SELECT RENTAL VEHICLE COMPANY AND LOCATION

THIS DISCLOSURE NOTICE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL

#### **ABOUT RENTAL VEHICLE COVERAGE**

Your policy may contain rental vehicle coverage which provides for a rental vehicle as a temporary substitute for an owned vehicle which is out of service due to a covered loss. This coverage is optional and different levels of coverage are offered. Coverage is usually selected by vehicle with a maximum per day limit as well as an overall maximum per loss limit. Please refer to your policy to determine if coverage is provided and at what level.

#### **YOUR RIGHT TO SELECT A RENTAL VEHICLE COMPANY AND LOCATION**

In the event of a covered loss, you have the right to select which rental vehicle company and location you would like to use.

Regardless of the company or location you choose, your coverage is still limited by the limits you selected in your auto insurance policy.

Should you have any questions regarding the above, please contact your independent Utica agent.



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# NEW YORK PERSONAL INJURY PROTECTION SELECTION FORM

In accordance with New York Regulation 68, you are being asked to select one of two kinds of Personal Injury Protection (PIP) coverage for your automobile insurance policy.

Checking box 1. indicates you wish to carry only Basic (Mandatory) Personal Injury Protection required by law.

Checking box 2. indicates you wish to carry Basic (Mandatory) Personal Injury Protection, **and** purchase Optional Basic Economic Loss Coverage (OBEL). For a full explanation of these coverages, see form 8-L-1248, entitled Important Message Concerning Automobile Insurance.

Please make your selection below. In doing so, you agree that your choice of PIP coverage will remain valid unless you request a change in writing.

1.  I wish to carry Basic (Mandatory) Personal Protection coverage without Optional Basic Economic Loss Coverage.
2.  I wish to carry Basic (Mandatory) Personal Protection coverage, and purchase Optional Basic Economic Loss Coverage.

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Signature of Insured or Authorized Representative

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Date

---

LEADER ELECTRIC CO, INC

Print Name of Insured

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5016366

Policy Number

Note that the selection made above will not affect your prior or future choice of Additional Personal Injury Protection Coverage.

Please contact your agent or broker if you have any questions.

## Utica National Insurance Group

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Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

# NOTICE TO POLICYHOLDERS

## BROADENINGS, RESTRICTIONS AND CLARIFICATIONS OF COVERAGE

This is a summary of the major changes found in the new editions of various commercial automobile and garage coverage forms and endorsements. NO COVERAGE IS PROVIDED BY THIS SUMMARY nor can it be construed to replace any provision of your policy. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

**PLEASE READ YOUR POLICY, AND THE ENDORSEMENTS ATTACHED TO YOUR POLICY, CAREFULLY.**

### **BROADENINGS OF COVERAGE**

#### **CA 00 01 - Business Auto Coverage Form**

#### **CA 00 05 - Garage Coverage Form**

#### **CA 00 12 - Truckers Coverage Form**

- The definitions of "suit" in the Commercial Auto Coverage Part has been broadened to include alternative dispute resolution proceedings in which the insured and insurer agree to participate, in addition to arbitration proceedings.
- A broadening of coverage for the pollution auto non-cargo exposure has been implemented, affecting the following policy provisions:
  - Pollution Exclusion
  - Coverage
  - Care, Custody or Control Exclusion
  - Limits Of Insurance
  - Duties In The Event of Accident, Claim, Suit Or Loss Condition
  - Policy Period; Coverage Territory Condition
  - Definitions

#### **CA 00 01 - Business Auto Coverage Form**

#### **CA 00 05 - Garage Coverage Form**

#### **CA 00 10 - Business Auto Physical Damage Coverage Form**

#### **CA 00 12 - Truckers Coverage Form**

The Who Is An Insured provision and hired and non-owned coverage symbols have been revised to acknowledge the existence of a new form of business entity known as a limited liability company by specifying members of limited liability companies as insureds.

## **BROADENINGS OF COVERAGE (cont'd)**

**CA 00 01 - Business Auto Coverage Form**

**CA 00 05 - Garage Coverage Form**

**CA 00 12 - Truckers Coverage Form**

**CA 20 14 - Leasing Or Rental Concerns - Second Level Coverage**

**CA 23 20 - Truckers Endorsement**

**CA 25 05 - Garage Locations And Operations Medical Payments Coverage**

**CA 25 08 - Personal Injury Liability Coverage - Garages**

**CA 25 14 - Broadened Coverage - Garages**

**CA 99 03 - Auto Medical Payments Coverage**

**CA 99 13 - Fiduciary Liability Of Banks**

**CA 99 33 - Employees As Insureds**

**CA 99 47 - Employee As Lessor**

These coverage forms and endorsements have been revised to give leased workers the same insured status as conventional employees under the Commercial Auto Program. This is accomplished, in part, by introducing a definition of "employee" which states that the term "employee" includes a leased worker. Additionally, to distinguish between "leased workers" and "temporary workers," we are introducing new definitions of these terms.

**CA 00 01 - Business Auto Coverage Form**

**CA 00 05 - Garage Coverage Form**

**CA 00 12 - Truckers Coverage Form**

**CA 23 20 - Truckers Endorsement**

**CA 25 08 - Personal Injury Liability Coverage - Garages**

**CA 25 14 - Broadened Coverage - Garages**

**CA 99 37 - Garagekeepers Coverage**

**CA 99 59 - Garagekeepers Coverage - Customers Sound Receiving Equipment**

- The Supplementary Payments/Loss of Earnings Coverage Extension in these coverage forms and endorsements have been revised to increase:
  - the maximum daily payment for loss of earnings from \$100 per day to \$250 per day to more adequately address the earnings of many professions; and
  - the limit provided for the cost of bail bonds from \$250 to \$2,000.

**CA 23 20 - Truckers Endorsement**

**CA 25 08 - Personal Injury Liability Coverage - Garages**

**CA 25 14 - Broadened Coverage - Garages**

**CA 99 37 - Garagekeepers Coverage**

**CA 99 59 - Garagekeepers Coverage - Customers Sound Receiving Equipment**

The Who Is An Insured provision in these endorsements has been revised to acknowledge the existence of a new form of business entity known as a limited liability company by specifying members of limited liability companies as insureds.

**CA 02 40 - Suspension of Insurance**

This endorsement has been revised to provide an option for suspension of coverage not specifically listed, such as No-Fault, if allowable by law.

**CA 20 19 - Repossessed Autos**

This endorsement has been revised to add an option which affords coverage for repossessed autos stored at locations other than those specifically described in the schedule, along with corresponding language regarding how the coverage is tied to the location.

## **BROADENINGS OF COVERAGE (cont'd)**

### **CA 20 33 - Autos Leased, Hired, Rented Or Borrowed With Drivers - Physical Damage Coverage**

This endorsement was developed to provide the physical damage coverage that would otherwise be excluded under the Commercial Auto Coverage Forms and the Truckers Endorsement.

### **CA 20 47 - Additional Insured - Lessor Of Leased Equipment**

This new endorsement modifies the non-auto coverage provided by the Garage Coverage Form to include a lessor of leased equipment as an additional insured. However, this endorsement limits the coverage for the additional insured to the existence hazard of equipment leased to a garage or repair shop by the owner of such equipment.

### **CA 20 48 - Designated Insured**

This new endorsement allows a company to specifically identify by name, for vicarious liability, an insured covered under the Who Is An Insured provision of the Coverage Forms.

### **CA 20 49 - Additional Insured - Garages - Grantor of Franchise**

This new endorsement broadens the scope of the Who Is An Insured provision of Section II of the Garage Coverage Form to include as an insured the grantor of a franchise only with respect to its vicarious liability as the grantor of a franchise to the named insured.

### **CA 23 25 - Coverage For Injury To Leased Workers**

This new endorsement provides coverage to the insured for injuries sustained by leased workers while performing duties related to the conduct of the insured's business.

### **CA 25 03 - False Pretense Coverage**

The Exclusions have been amended to explicitly provide False Pretense coverage for vehicles on consignment.

### **CA 99 10 - Drive Other Car Coverage - Broadened Coverage for Named Individuals**

This endorsement is revised to eliminate the \$50 mandatory deductible applicable to collision coverage. Full coverage is provided for Drive Other Car collision coverage.

### **CA 00 01 - Business Auto Coverage Form**

### **CA 00 05 - Garage Coverage Form**

### **CA 00 10 - Business Auto Physical Damage Coverage Form**

### **CA 00 12 - Truckers Coverage Form**

### **CA 20 02 - Sound Receiving Equipment Coverage - Fire, Policy and Emergency Vehicles**

### **CA 99 30 - Tapes, Records And Discs Coverage**

### **CA 99 37 - Garagekeepers Coverage**

### **CA 99 59 - Garagekeepers Coverage - Customer Sound Receiving Equipment**

### **CA 99 60 - Audio, Visual And Data Electronic Equipment Coverage**

### **CA 99 61 - Loss Payable Clause - Audio, Visual And Data Electronic Equipment**

A new audio, visual and data equipment program extends coverage for electronic equipment which can be easily removed from the auto as an anti-theft measure.

Electronic equipment which operates in the console or dash of an auto, but which can be removed as an anti-theft measure, is becoming increasingly popular.

The development of the Audio, Visual and Data Equipment program also provides insured the option to purchase additional coverage for more sophisticated and expensive high-tech electronic equipment.

Prior to this change, coverage was provided for electronic stereo equipment only if the equipment was permanently installed in the auto and was not removable.

## **BROADENINGS OF COVERAGE (cont'd)**

### **CA 25 10 - Fire Damage Legal Liability**

#### **CA 25 14 - Broadened Coverage - Garage**

We have broadened the scope of coverage afforded for Fire Damage Legal Liability by specifying that coverage exists for situations in which an insured is given permission to occupy a portion of a building without the transfer of rent in the form of money.

#### **CA 24 01 - Farm Labor Contractors**

The removal of the "Each Person" entry slot from the Schedule and the Limit Of Insurance provision broadens Farm Labor Contractors coverage for the insured because each insured is no longer subject to an "Each Person" limit of liability.

## **RESTRICTIONS IN COVERAGE**

### **CA 25 03 - False Pretense Coverage**

An exclusion has been added for a loss incurred when a bank or any other drawee fails to pay.

#### **CA 00 01 - Business Auto Coverage Form**

#### **CA 00 05 - Garage Coverage Form**

#### **CA 00 10 - Business Auto Physical Damage Coverage Form**

#### **CA 00 12 - Truckers Coverage Form**

#### **CA 99 37 - Garagekeepers Coverage**

An exclusion has been incorporated into the Physical Damage Coverage section for loss to "Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment."

#### **CA 00 01 - Business Auto Coverage Form**

#### **CA 00 05 - Garage Coverage Form**

#### **CA 00 10 - Business Auto Physical Damage Coverage Form**

#### **CA 00 12 - Truckers Coverage Form**

#### **CA 23 20 - Truckers Endorsement**

The Other Insurance Condition has been revised to better convey the original coverage intent that vehicles, leased, hired, rented or borrowed with drivers are not intended to be covered under hired auto physical damage coverage.

#### **CA 00 05 - Garage Coverage Form**

A liquor liability exclusion has been added to the Garage Coverage Form to clarify that the liquor liability exposure was never intended to be a covered exposure. This exclusion is being introduced in order to maintain consistency with the Commercial General Liability Program.

## **CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS**

All Commercial Auto Coverage Forms contain minor editorial revisions to provide for consistency among policies. Additionally, these coverage forms have been revised to incorporate other various revisions which serve to clarify coverage. Some of the changes to each coverage form are described below:

#### **CA 00 01 - Business Auto Coverage Form**

#### **CA 00 05 - Garage Coverage Form**

#### **CA 00 10 - Business Auto Physical Damage Coverage Form**

#### **CA 00 12 - Truckers Coverage Form**

## CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS (cont'd)

- The Transportation Expense coverage extension provision is clarified to state that coverage is afforded solely for temporary transportation expenses incurred by an insured because of the total theft of a covered auto.
- To maintain consistency with the Commercial General Liability (CGL) program, we have amended the Supplementary Payments and Conditions provisions to clarify that it is the insured, and not a suit, which the insurer may be called upon to defend.
- The "Duties" Condition has been revised to add "conditions precedent" lead-in language to clarify that the insured must fulfill the specific duties of this condition before coverage applies, if the failure to comply is deemed prejudicial to the insurer.

### **CA 00 01 - Business Auto Coverage Form**

### **CA 00 05 - Garage Coverage Form**

### **CA 00 12 - Truckers Coverage Form**

- The exception to Exclusion 4. Employee Indemnification And Employers Liability in Section II - Liability Coverage is revised to clarify what types of employees are included within the term "domestic."
- The Limit of Insurance provisions (Limit of Insurance - Garage Operations - Covered Autos in **CA 00 05**) have been revised to replace the damages offset language with revised non-duplication of benefits language. Such revised non-duplication language serves to clarify that an insured will not receive a larger payment than is needed to pay for damages sustained.

### **CA 00 05 - Garage Coverage Form**

- For improved consistency within the Commercial Auto Program, symbol "30" - Autos Left With You For Service, Repair, Storage Or Safekeeping in the Garage Coverage Form is being revised to track with the definition of "customer's auto" in endorsements CA 99 37 - Garagekeepers Coverage and CA 99 59 - Garagekeepers Coverage - Customer Sound Receiving Equipment.
- This form is being revised to clarify that diminution of market or resale value is not a covered auto dealership physical damage loss.

### **CA 23 20 - Truckers Endorsement**

### **CA 25 08 - Personal Injury Liability Coverage - Garages**

### **CA 25 14 - Broadened Coverage - Garages**

### **CA 99 37 - Garagekeepers Coverage**

To maintain consistency with the Commercial General Liability Program, we have amended the Supplementary Payments provisions to clarify that it is the insured, and not a suit, which the insurer may be called upon to defend.

### **CA 25 03 - False Pretense Coverage**

The Duties In The Event Of Accident, Claim, Suit Or Loss Condition has been revised to clarify that the insured "take reasonable steps to cause a warrant to be issued" for anyone causing a "loss" as defined in the endorsement, instead of requiring the insured to obtain a warrant. This change recognizes that the issuance of a warrant is not within the control of the insured. In addition, the numerical reference that refers to the limit of insurance (\$25,000) has been replaced with a generic reference that refers to the limit shown in the declarations.

## CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS (cont'd)

### CA 25 14 - Broadened Coverage - Garages

- This endorsement has been revised to include lead-in language which clarifies that the coverages provided by the endorsement apply only to the non-auto portion of "garage operations" and not to the use of a covered "auto."
- For consistency with the CGL program, this endorsement is also revised to clarify that the term "bodily injury," as used within the endorsement, includes injury resulting from the providing of or failing to provide professional health care services.

### CA 99 03 - Auto Medical Payments Coverage

- The exception to Exclusion 4. is revised to clarify what types of employees are included within the term "domestic."
- The Limit of Insurance provision has been revised to replace the damages offset language with revised non-duplication of benefits language. Such revised non-duplication language serves to clarify that an insured will not receive a larger payment than is needed to pay for damages sustained.

### CA 99 28 - Stated Amount Of Insurance

- To more clearly delineate the method in which the chosen deductible applies to a covered loss, we have revised this endorsement to:
  - Add lead-in language to paragraph C. Limit of Insurance and Deductible and new paragraph D. Deductible to indicate that the insurance provided by the endorsement is reduced by the chosen deductible; and
  - Insert a notice below the Schedule to indicate that the amount shown in the Schedule is not necessarily the amount that will be received at the time of loss.
- Additionally, we are clarifying that the repair or replacement of damaged or stolen property will be done with property of like kind and quality.

### CA 99 37 - Garagekeepers Coverage

- The Schedules of this endorsement has been revised to clarify:
  - the lead-in to the Direct Coverage Options to convey the notion that the Direct Coverage Options are not mutually exclusive of the underlying legal liability coverage; and
  - the language describing the Excess Insurance Option to state that in addition to the underlying legal liability coverage, coverage also applies on an excess basis when the insured is not legally liable.

## BROADENINGS IN COVERAGE NEW YORK STATE-SPECIFIC ENDORSEMENTS

### CA 01 12 - New York Changes In Business Auto, Business Auto Physical Damage, Motor Carrier And Truckers Coverage Forms

### CA 01 52 - New York Changes In Garage Coverage Form

The Supplementary Payments provision was revised to add the cost of appeal bonds as a Supplementary Payment.



## CLARIFICATION OF COVERAGE - NEW YORK STATE-SPECIFIC ENDORSEMENTS

### **CA 01 12 - New York Changes In Business Auto, Business Auto Physical Damage, Motor Carrier And Truckers Coverage Forms**

### **CA 01 52 - New York Changes In Garage Coverage Form**

- These endorsements have been revised to indicate that any reference to underinsured motorists coverage in endorsements applicable in New York shall mean Supplementary Uninsured/Underinsured Motorists Coverage.
- A definition of the term "Covered pollution cost or expense" has been added to the Changes In Definitions.

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

## **NOTICE OF ACCIDENT, CLAIM, SUIT OR LOSS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
GARAGE COVERAGE PART

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the insured to notify the company of any "accident," claim, "suit" or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this policy as respects the Named Insured.

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

## **KNOWLEDGE OF ACCIDENT, CLAIM, SUIT OR LOSS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
GARAGE COVERAGE PART

It is agreed that knowledge of an "accident," claim, "suit," or "loss" by any agent, servant, or employee of the insured shall not in itself constitute knowledge by the insured, unless an executive officer of the named insured corporation (or individual designated by an executive officer to receive such notice) shall have received notice of such an "accident," claim, "suit," or "loss."

## COMMON POLICY CONDITIONS

All Coverage Parts 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.
2. 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. 30 days before the effective date of cancellation if we cancel for any other reason.
3. 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.
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

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### 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.

## 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 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 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 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 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.

<b>19</b>	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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**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 Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for 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 – 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 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 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 no-fault, 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.
- (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 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 indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate 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-measurement 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. Limit Of Insurance**

- 1. The most we will pay for "loss" in 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.
- 2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. 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;
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. 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 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 conceal or misrepresent 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 Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (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 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) 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; and

(b) 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:
  - 1. 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;
  - 3.** 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;
  - 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:
    - 1.** 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 short-term workload conditions.

P. "Trailer" includes semitrailer.



**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  
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. 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".
3. 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:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "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.

3. "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".
4. "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. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" 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.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "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:

1. 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. 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.

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

## **COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTOMOBILE COVERAGE PART

Only that insurance provided below that broadens coverage under the Commercial Auto Coverage Part applies.

#### **A. Fellow Employee Exclusion Exception**

The following modification applies on an excess basis over any other insurance.

Exclusion 5. (Fellow Employee) of SECTION II - LIABILITY COVERAGE is replaced by the following:

5. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

But this exclusion does not apply to "bodily injury" to any fellow employee which results from the use of a covered "auto" you own or hire.

#### **B. Increased Supplementary Payments**

The amount we will pay for the cost of bail bonds and for reasonable expenses incurred by the "insured" under the Supplementary Payments Coverage Extension of SECTION II - LIABILITY COVERAGE is increased to \$2,500 and \$300 respectively.

#### **C. Automatic Hired Auto Physical Damage Coverage**

1. Subject to 2. and 3. below, the broadest of the Physical Damage Coverages provided under this Coverage Part for "autos" you own are also provided for hired "autos" which are covered for Liability Coverage under this Coverage Part.
2. The most we will pay for "loss" in 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";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$35,000.

3. As respects the Physical Damage Coverage provided for hired "autos" under this Coverage Extension, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the largest deductible for such coverage applicable to any owned covered "auto." In the event of "loss" caused by fire or lightning, no deductible shall apply.

#### **D. Leased Auto Additional Legal Obligation Coverage**

The following coverage is added to SECTION III - PHYSICAL DAMAGE COVERAGE:

For any covered "auto" for which this Coverage Form includes a lessor as an additional "insured" under the Additional Insured - Lessor endorsement, we will pay your additional "legal obligation" to such lessor in the event of a total "loss."

As used in this coverage, "legal obligation" shall mean and be the difference between the amount owed on your lease and the actual cash value of the "auto." The amount owed on your lease shall not include any taxes; overdue payments or interest resulting from overdue payments; penalties; lease termination fees; and charges resulting from mileage, overdue payments or excess wear and tear. The actual cash value of the "auto" and the amount owed on your lease shall be based on the time of the "loss."

#### **E. Theft Extension**

The coverage provided under SECTION III - PHYSICAL DAMAGE COVERAGE for transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type is increased to \$50 per day and to a maximum of \$1,000.

**F. Window Glass Breakage Deductible Waiver**

For "loss" covered under SECTION III - PHYSICAL DAMAGE COVERAGE, the Deductible provision does not apply to window glass breakage if the damaged window glass is repaired instead of replaced.

**G. Malfunction Extension for Airbags**

The following provision is added to the Exclusion for wear and tear, freezing, mechanical or electrical breakdown under SECTION III - PHYSICAL DAMAGE COVERAGE:

But mechanical or electrical breakdown does not include accidental inflation of an airbag.

**H. Multiple Deductibles**

1. In the event of any occurrence which results in a loss or "loss" we cover under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in 2., 3. or 4. below.
2.
  - a. If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.
  - b. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.
3. If involved deductibles for different coverages are of different amounts, we will use the method described in a. or b. of this item 3. which results in the higher total payment to you.
  - a. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or
  - b. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.
4. This deductible provision does not apply to loss or "loss" caused by flood, windstorm or hail.

**I. Bodily Injury Redefined**

It is agreed and understood that the definition of "bodily injury" (SECTION V) includes mental anguish resulting from "bodily injury," sickness or disease to the person who sustained such "bodily injury," sickness or disease.

**J. Unintentional Failure to Disclose Hazards**

Failure of the insured to disclose all hazards existing as of the inception date of the Coverage Part shall not invalidate the insurance afforded by this Coverage Part if such failure or omission is not intentional.

**K. Broadened Cancellation**

It is agreed that we may cancel or nonrenew this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60) days before the effective date of cancellation.

This provision does not apply if the policy is cancelled for nonpayment of premium.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this Coverage Part, then such law or regulation shall prevail and this Coverage Part is amended to conform with such law or regulation.

**L. Broadened Named Insured**

It is agreed that the Named Insured shown in the Declarations includes any subsidiary corporation, firm, or organization of a similar business nature which is newly acquired or formed, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. However, coverage does not apply to "bodily injury," "property damage" or "loss" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

As used in this extension of coverage, the phrase, "similar business nature" means of a nature which an ordinary person would consider to be closely related to your business.

**M. Notice of Accident, Claim, Suit or Loss**

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the "insured" to notify us of any "accident," claim, "suit," or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this Coverage Part as respects the Named Insured.

**N. Hired Auto Changes**

Coverage territory is amended to be anywhere in the world for a "suit":

1. Involving a covered "auto" that is leased, hired, rented or borrowed by the Named Insured; and
2. Brought against an "insured" for damages to which this insurance applies;

when such "suit" is brought in:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; or
- d. Canada.

**O. Theft Expenses**

Under the Loss Payment - Physical Damage Coverage Loss Condition (SECTION IV), regardless of the option we select, it is agreed and understood that in the event of a theft of a covered "auto," we will pay those expenses incurred for the return of the covered "auto" to the Named Insured.

**P. Employees as Insureds**

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**Q. Towing and Labor**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, Towing is replaced by the following:

**Towing and Labor**

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

- a. \$100 for a covered "auto" rated and classified as a private passenger vehicle.
- b. \$150 for a covered "auto" rated and classified as a light, medium, heavy or extra-heavy truck.

However, the labor must be performed at the place of disablement.

**R. Personal Effects**

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE:

**Personal Effects**

If you carry Comprehensive Coverage for the stolen covered "auto", we will pay up to \$750 for personal effects stolen with the auto.

This insurance is excess over any other collectible insurance and no deductible applies.

**S. Waiver of Subrogation**

The Transfer of Rights of Recovery Against Others To Us Loss Condition is replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

**T. Additional Insured - By Contract, Agreement Or Permit**

Under SECTION II - LIABILITY COVERAGE, the following is added to Who Is An Insured:

Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Business Auto Coverage Form is an "insured" for Liability Coverage, but only to the extent that such person or organization qualifies as an "insured" under the Who Is An Insured Provision.

**U. Rental Reimbursement**

- 1. We will reimburse you for reasonable costs you incur for the rental of a substitute "auto" that temporarily replaces a covered "auto" described in the Declarations while such "auto" is being repaired due to a "loss" covered under Comprehensive Coverage, Specified Cause of Loss Coverage or Collision Coverage.
- 2. We will pay the lesser of:
  - a. The amount of actual and necessary rental costs that you incur; or
  - b. A maximum of \$5,000 for each "loss."
- 3. The Deductible provision does not apply to this coverage.

# POLICYHOLDERS NOTICE - COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT

This Notice provides information concerning changes to your renewal policy being issued by us. Your renewal policy contains the Commercial Automobile Extension Endorsement, which was revised in the following manner:

- Rental Reimbursement coverage was added to reimburse you for the costs incurred to rent a temporary substitute auto while your covered auto is being repaired due to a covered loss.

This Notice does not form part of your policy. No coverage is provided by this Notice, nor can it be understood to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

Please consult with your agent or broker if you have any questions.

We appreciate your business and thank you for putting your trust in Utica National.



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

## NEW YORK CHANGES – FOR HIRE AUTOS

For a covered "auto" subject to the provisions of Sections 370 (a) and (b) of the New York Vehicles and Traffic Laws that is licensed or principally garaged in New York, 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.

The following is added to Paragraph C. **Limit Of Insurance of Section II – Liability Coverage:**

1. If the insurance provided by this policy covers "autos" subject to the provisions of Sections 370 (a) and (b) of the New York Vehicles and Traffic Laws, we will apply the limit shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act as follows:

a. \$25,000 for "bodily injury" to any one person caused by any one "accident";

b. \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and

c. \$10,000 for "property damage" caused by any one "accident".

2. Our minimum liability for damages for an incident to death or injuries to persons is based upon the seating capacity for passengers of the covered "auto" described as set forth in the following table:

Seating capacity of motor vehicle.	For a judgment or judgments for damages, including damages for care and loss of services, because of "bodily injury" to any one person in any one "accident".	For a judgment or judgments for damages, including damages for care and loss of services because of "bodily injury" to two or more persons in any one accident, upon claims arising out of the same transactions connected with the same subject of action, to be apportioned ratably among the judgment creditors according to the amount of their prospective judgments.	For a judgment or judgments for damages because of death of any one person in any one "accident".	For a judgment or judgments for damages because of death of two or more persons in any one "accident", upon claims arising out of the same transactions connected with the same subject of actions to be apportioned ratably among the judgment creditors according to the amount of their respective judgments.
1 to 7	\$25,000	\$ 50,000	\$50,000	\$100,000
8 to 12	\$25,000	\$ 80,000	\$50,000	\$150,000
13 to 20	\$25,000	\$120,000	\$50,000	\$150,000
21 to 30	\$25,000	\$160,000	\$50,000	\$200,000
over 30	\$25,000	\$200,000	\$50,000	\$250,000

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

## **CANCELLATION OR NONRENEWAL CHANGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
GARAGE COVERAGE PART

It is agreed that we may cancel or nonrenew this policy by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60) days but not more than 120 days before the effective date of cancellation or nonrenewal.

This provision does not apply if the policy is cancelled or nonrenewed for nonpayment of premium or fraud or material misrepresentation in obtaining the policy or presenting a claim.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this policy, then such law or regulation shall prevail and this policy is amended to conform with such law or regulation.



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

## **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART GARAGE COVERAGE PART

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

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

## **NEW YORK CHANGES – FRAUD**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS  
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM  
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

### **FRAUD**

We do not provide coverage for any insured ("insured") who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss ("loss") or damage for which coverage is sought under this policy.

However, with respect to insurance provided under the **COMMERCIAL AUTOMOBILE COVERAGE PART**, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

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

**NEW YORK AMENDATORY ENDORSEMENT -  
ADDITIONAL CONDITION**

The following additional condition applies to this policy.

If we inspect, survey or audit your property and/or operations prior to or within the first 60 days of the initial required policy period and find any condition or conditions which make the risk uninsurable according to the normal underwriting requirements for the class of risk involved, we may mandate correction of such condition or conditions in order to continue coverage under the policy.

If a written description of such condition or conditions and a time limit for correction of such condition or conditions are given to the first **Named Insured** shown in the Declarations prior to or within the first 60 days of the policy period, the first **Named Insured** shown in the Declarations will see that such condition or conditions are corrected to our satisfaction within the stipulated time limit.

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

## **DEDUCTIBLE APPLICATION - UNSCHEDULED AUTOS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Part **D. DEDUCTIBLE** of SECTION **III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced with the following:

### **D. DEDUCTIBLE**

1. 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.
2. For any covered "auto" which is not scheduled in the Declarations, the deductible which applies will be determined as follows:
  - a. The deductible will be the smallest deductible shown for any scheduled "auto" most closely approximating the unscheduled covered "auto."
  - b. In determining the applicable deductible we will apply those factors contained in our rate manuals for such coverage.

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

## **NEW YORK MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT**

The Company agrees with the named insured, as follows:

### **Section I**

#### **Mandatory Personal Injury Protection**

The Company will pay first-party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period and within the United States of America, its territories or possessions, or Canada.

#### **First-party Benefits**

First-party benefits, other than death benefits, are payments equal to basic economic loss, reduced by the following:

- (a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits, or disability benefits under article 9 of the New York Workers' Compensation Law;
- (c) The amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first-party benefits otherwise payable to the named insured and any relative as a result of that accident.

#### **Basic Economic Loss**

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed \$50,000, except that any death benefit hereunder shall be in addition thereto.

#### **Medical Expense**

Medical expense shall consist of necessary expenses for:

- (a) Medical, hospital (including services rendered in compliance with article 41 of the Public Health Law, whether or not such services are rendered directly by a hospital), surgical, nursing, dental, ambulance, X-ray, prescription drug and prosthetic services;
- (b) Psychiatric, physical and occupational therapy and rehabilitation;
- (c) Any nonmedical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and
- (d) Any other professional health services.

These medical expenses will not be subject to a time limitation, provided that, within one year after the date of the accident, it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of section 5108 of the New York Insurance Law.

### **Work Loss**

Work loss shall consist of the sum of the following losses and expenses, up to a maximum payment of \$2,000 per month for a maximum period of three years from the date of the accident:

- (a) Loss of earnings from work which the eligible injured person would have performed had such person not been injured, except that an employee who is entitled to receive monetary payments, pursuant to statute or contract with the employer, or who receives voluntary monetary benefits paid for by the employer, by reason of such employee's inability to work because of personal injury arising out of the use or operation of a motor vehicle or a motorcycle, shall not be entitled to receive first-party benefits for loss of earnings from work to the extent that such monetary payments or benefits from the employer do not result in the employee suffering a reduction in income or a reduction in such employee's level of future benefits arising from a subsequent illness or injury; and
- (b) Reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

### **Other Expenses**

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to \$25 per day for a period of one year from the date of the accident causing injury.

### **Death Benefit**

Upon the death of any eligible injured person, caused by an accident to which this coverage applies, the Company will pay to the estate of such person a death benefit of \$2,000.

### **Eligible Injured Person**

Subject to the exclusions and conditions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle;
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle, while not occupying a motorcycle;
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle in the State of New York while not occupying another motor vehicle; or

- (d) Any New York State resident who sustains personal injury arising out of the use or operation of the insured motor vehicle outside of New York State while not occupying another motor vehicle.

### **Exclusions**

This coverage does not apply to personal injury sustained by:

- (a) The named insured while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (d) Any person in New York State while occupying the insured motor vehicle which is a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a named insured or relative under any other policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his or her own personal injury;

- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first-party benefits that are paid or payable; or
- (h) Any person while:
  - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
  - (ii) Operating a motor vehicle in a race or speed test;
  - (iii) Operating or occupying a motor vehicle known to that person to be stolen; or
  - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if the conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.
- (i) The named insured or relative while not occupying a motor vehicle or a motorcycle when struck by a motorcycle in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;
- (j) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner or a relative of the owner of a motor vehicle insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act;

- (k) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State, if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect.

#### **Other Definitions**

When used in reference to this coverage:

- (a) The "insured motor vehicle" means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;
- (b) "Motorcycle" means a vehicle as defined in section 123 of the New York Vehicle and Traffic Law and which is required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law;
- (c) "Motor vehicle" means a motor vehicle, as defined in section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any motor vehicle not required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law, or a motorcycle as defined above;
- (d) "Named insured" means the person or organization named in the Declarations;
- (e) "Occupying" means in or upon or entering into or alighting from;
- (f) "Personal injury" means bodily injury, sickness or disease;
- (g) "Relative" means a spouse, child, or other person related to the named insured by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the insured's household, including any such person who regularly resides in the household, but is temporarily living elsewhere; and
- (h) "Use or operation" of a motor vehicle or a motorcycle includes the loading or unloading of such vehicle.

#### **Conditions**

**Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with the terms of this coverage.

**Notice.** In the event of an accident, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person, to the Company, or any of the Company's authorized agents, as soon as reasonably practicable, but in no event more than 30 days after the date of the accident, unless the eligible injured person submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. If an eligible injured person or that person's legal representative institutes a proceeding to recover damages for personal injury under section 5104(b) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or that person's legal representative.

**Proof of Claim; Medical, Work Loss, and Other Necessary Expenses.** In the case of a claim for health service expenses, the eligible injured person or that person's assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable but, in no event later than 45 days after the date services are rendered. The eligible injured person or that person's representative shall submit written proof of claim for work loss benefits and for other necessary expenses to the Company as soon as reasonably practicable but, in no event, later than 90 days after the work loss is incurred or the other necessary services are rendered. The foregoing time limitations for the submission of proof of claim shall apply unless the eligible injured person or that person's representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. Upon request by the Company, the eligible injured person or that person's assignee or representative shall:

- (a) Execute a written proof of claim under oath;
- (b) As may reasonably be required submit to examinations under oath by any person named by the Company and subscribe the same;
- (c) Provide authorization that will enable the Company to obtain medical records; and
- (d) Provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company, when, and as often as, the Company may reasonably require.

**Arbitration.** In the event any person making a claim for first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Financial Services.

**Reimbursement and Trust Agreement.** To the extent that the Company pays first-party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for personal injury under section 5104(b) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first-party benefits. An eligible injured person shall:

- (a) Hold in trust, for the Company, all rights of recovery which that person shall have for personal injury under section 5104(b) of the New York Insurance Law;
- (b) Do whatever is proper to secure, and shall do nothing to prejudice, such rights; and
- (c) Execute, and deliver to the Company, instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

An eligible injured person shall not compromise an action to recover damages brought under section 5104(b) of the New York Insurance Law, except:

- (a) With the written consent of the Company;
- (b) With approval of the court; or
- (c) Where the amount of the settlement exceeds \$50,000.

**Other Coverage.** Where more than one source of first-party benefits required by article 51 of the New York Insurance Law and article 6 or 8 of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first-party benefits. An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first-party motor vehicle or no-fault motor vehicle insurance coverage issued in compliance with the laws of another state.



If the eligible injured person is entitled to benefits under any such mandatory first-party motor vehicle or no-fault motor vehicle insurance for the same elements of loss under this coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amount available under this coverage and the amount available under such other mandatory insurance for the common elements of loss. However, where another state's mandatory first-party or no-fault motor vehicle insurance law provides unlimited coverage available to an eligible injured person for an element of loss under this coverage, the obligation of this Company is to share equally for that element of loss with such other mandatory insurance until the \$50,000, or \$75,000 if Optional Basic Economic Loss (OBEL) coverage is purchased, limit of this coverage is exhausted by the payment of that element of loss and any other elements of loss.

## **Section II**

### **Excess Coverage**

If motor vehicle medical payments coverage or any disability coverages or uninsured motorists coverage are afforded under this policy, such coverages shall be excess insurance over any Mandatory PIP, OBEL or Additional PIP benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle No-Fault insurance policy.

## **Section III**

### **Constitutionality**

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Financial Services, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

These amendments and recomputations will be effective retroactively to the date that such act or any amendment is deemed to be invalid or unenforceable in whole or in part.

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

## **NEW YORK SPLIT SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS LIMITS**

Conditions **5.** and **6.** in the Supplementary Uninsured/Underinsured Motorists Endorsement – New York are replaced by the following:

### **CONDITIONS**

#### **5. SUM Limits**

The SUM limits payable under this SUM endorsement shall be:

- a.** The SUM limits stated in the Declarations; or
- b.** If the bodily injury results in death, we will provide SUM limits of the higher of the SUM limits stated in the Declarations, or \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

#### **6. Maximum SUM Payments**

Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

- a.** The SUM limits; and

- b.** The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

The SUM limit shown on the Declarations for "Each Person" is the amount of coverage for all damages due to bodily injury to one person. The SUM limit shown under "Each Accident" is, subject to the limit for each person, the total amount of coverage for all damages due to bodily injury to two or more persons in the same accident.

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

## **NEW YORK CHANGES – CALCULATION OF PREMIUM**

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  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

- A.** For policies with fixed terms in excess of one year, or policies with no stated expiration date, except as provided in Paragraph **B.**, the following applies:
- The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal or continuation of this policy, we will compute the premium in accordance with our rates and rules then in effect.
- B.** For policies with fixed terms in excess of one year, where premium is computed and paid annually, the following applies:
- 1.** The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. Such rates and rules will be used to calculate the premium at each anniversary, for the entire term of the policy, unless the specific reasons described in Paragraph **2.** or **3.** apply.
  - 2.** The premium will be computed based on the rates and rules in effect on the anniversary date of the policy only when, subsequent to the inception of the current policy period, one or more of the following occurs:
    - a.** After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;
    - b.** A material physical change in the property insured, occurring after issuance or last anniversary renewal date of the policy, causes the property to become uninsurable in accordance with underwriting standards in effect at the time the policy was issued or last renewed; or
    - c.** A material change in the nature or extent of the risk, occurring after issuance or last anniversary renewal date of the policy, which causes the risk of "loss" to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.
  - 3.** If, subsequent to the inception of the current policy period, the Limit of Insurance is increased, or Additional Coverages or Causes of Loss are insured, the rate and rules in effect at the time of the change will be applied to calculate the premium and will continue to apply to the change at subsequent anniversary dates.

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

## ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection Endorsement, not expressly modified in this endorsement as follows:

### SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
2002 Ford-1FTNE24L72HB2	\$150,000	\$ 3,000	\$ 25	\$	\$	\$
2003 Ford-1FTNE24L63HB8	\$150,000	\$ 3,000	\$ 25	\$	\$	\$
2003 Ford-1FTSE34L13HB5	\$150,000	\$ 3,000	\$ 25	\$	\$	\$
2005 Ford-1FTNE24L95HA0	\$150,000	\$ 3,000	\$ 25	\$	\$	\$
2002 Ford-1FTSE34L92HA8	\$150,000	\$ 3,000	\$ 25	\$	\$	\$

#### Additional Personal Injury Protection

The Company will pay additional first party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period. This coverage only applies to motor vehicle accidents within the United States of America, its territories or possessions, or Canada.

#### Eligible Injured Person

Subject to the exclusions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;

- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or
- (d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

#### Exclusions

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;

- (c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;
- (d) Any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first party benefits that are paid or payable; or
- (h) Any person while:
  - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
  - (ii) Operating a motor vehicle in a race or speed test;
  - (iii) Operating or occupying a motor vehicle known to him to be stolen; or
  - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

### **Additional First Party Benefits**

Additional first party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation Law, which amounts have not been applied to reduce first party benefits recovered or recoverable under basic economic loss;
- (c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

### **Extended Economic Loss**

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;
- (b) The difference between:
  - (i) Basic economic loss; and
  - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) An additional death benefit in the amount set out in the declarations.

**Two Or More Vehicles Insured Under This Policy**

The limit of liability under this endorsement applicable to injuries sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, the insured motor vehicle shall be as stated in the Declarations for that insured motor vehicle. The limit of liability for injuries covered by this endorsement and sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, a motor vehicle, other than the insured motor vehicle, shall be the highest limit stated for this coverage in the Declarations for any insured motor vehicle under this policy.

**Arbitration**

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Financial Services.

**Subrogation**

In the event of any payment for extended economic loss, the Company is subrogated to the event of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

**Other Coverage; Nonduplication**

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this New York Additional Personal Injury Protection Endorsement shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same element of loss.

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

## ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection Endorsement, not expressly modified in this endorsement as follows:

### SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
1999 Ford-1FDXF46S9XEC	\$150,000	\$ 3,000	\$ 25	\$	\$	\$
2008 International-3HAJEAV	\$150,000	\$ 3,000	\$ 25	\$	\$	\$
2006 Dodge-WD0PD644365	\$150,000	\$ 3,000	\$ 25	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

#### Additional Personal Injury Protection

The Company will pay additional first party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period. This coverage only applies to motor vehicle accidents within the United States of America, its territories or possessions, or Canada.

#### Eligible Injured Person

Subject to the exclusions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;

- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or
- (d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

#### Exclusions

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;

- (c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;
- (d) Any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first party benefits that are paid or payable; or
- (h) Any person while:
  - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
  - (ii) Operating a motor vehicle in a race or speed test;
  - (iii) Operating or occupying a motor vehicle known to him to be stolen; or
  - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

### **Additional First Party Benefits**

Additional first party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation Law, which amounts have not been applied to reduce first party benefits recovered or recoverable under basic economic loss;
- (c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

### **Extended Economic Loss**

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;
- (b) The difference between:
  - (i) Basic economic loss; and
  - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) An additional death benefit in the amount set out in the declarations.



**Two Or More Vehicles Insured Under This Policy**

The limit of liability under this endorsement applicable to injuries sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, the insured motor vehicle shall be as stated in the Declarations for that insured motor vehicle. The limit of liability for injuries covered by this endorsement and sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, a motor vehicle, other than the insured motor vehicle, shall be the highest limit stated for this coverage in the Declarations for any insured motor vehicle under this policy.

**Arbitration**

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Financial Services.

**Subrogation**

In the event of any payment for extended economic loss, the Company is subrogated to the event of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

**Other Coverage; Nonduplication**

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this New York Additional Personal Injury Protection Endorsement shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same element of loss.

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

## **NEW YORK SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT**

We, the company, agree with you, as the named insured, in return for payment of the premium for this coverage, to provide Supplementary Uninsured/Underinsured Motorists (SUM) coverage, subject to the following terms and conditions:

### **INSURING AGREEMENTS**

#### **1. Definitions**

For purposes of this SUM endorsement, the following terms have the following meanings.

##### **a. Insured**

The unqualified term "insured" means:

- (1)** You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
- (2)** Any person while acting in the scope of that person's duties for you, except with respect to the use and operation by such person of a motor vehicle not covered under this policy, where such person is:
  - (a)** Your employee and you are a fire department;
  - (b)** Your member and you are a fire company, as defined in General Municipal Law section 100;
  - (c)** Your employee and you are an ambulance service, as defined in Public Health Law section 3001; or
  - (d)** Your member and you are a voluntary ambulance service, as defined in Public Health Law, section 3001;
- (3)** Any other person while occupying:
  - (a)** A motor vehicle insured for SUM under this policy; or
  - (b)** Any other motor vehicle while being operated by you or your spouse; and
- (4)** Any person, with respect to damages such person is entitled to recover, because of bodily injury to which this coverage applies sustained by an insured under Paragraph **(1)**, **(2)** or **(3)** above.

##### **b. Bodily Injury**

The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.

##### **c. Uninsured Motor Vehicle**

The term "uninsured motor vehicle" means a motor vehicle that, through its ownership, maintenance or use, results in bodily injury to an insured, and for which:

- (1)** No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or
- (2)** Neither owner nor driver can be identified (including a hit-and-run vehicle), and which causes bodily injury to an insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
  - (a)** The insured or someone on the insured's behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with the Company a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

- (b) At the request of the Company, the insured or the insured's legal representative makes available for inspection the automobile the insured was occupying at the time of the accident; or
- (3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:
  - (a) The amount of such insurance coverage or bond is less than the third-party bodily injury liability limit of this policy; or
  - (b) The amount of such insurance coverage or bond has been reduced, by payments to other persons injured in the accident, to an amount less than the third-party bodily injury liability limit of this policy; or
  - (c) The insurer writing such insurance coverage or bond denies coverage, or such insurer is or becomes insolvent.

The term "uninsured motor vehicle" does not include a motor vehicle that is:

- (1) Insured under the liability coverage of this policy; or
- (2) Owned by you, as the named insured, or your spouse residing in your household; or
- (3) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the third-party bodily injury liability limits of this policy; or
- (4) Owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or
- (5) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or
- (6) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

#### **d. Occupying**

The term "occupying" means in, upon, entering into, or exiting from a motor vehicle.

#### **e. State**

The term "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

### **2. Damages For Bodily Injury Caused By Uninsured Motor Vehicles**

We will pay all sums that the insured or the insured's legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, caused by an accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this SUM endorsement.

### **3. SUM Coverage Period And Territory**

This SUM coverage applies only to accidents that occur:

- a. During the policy period shown in the Declarations; and
- b. In the United States, its territories or possessions, or Canada.

### **EXCLUSIONS**

This SUM coverage does **not** apply:

- 1. To bodily injury to an insured, including care or loss of services recoverable by an insured, if such insured, such insured's legal representatives, or any person entitled to payment under this coverage, without our written consent, settles any lawsuit against any person or organization that may be legally liable for such injury, care or loss of services, but this provision shall be subject to Condition **10**.
- 2. To bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for SUM coverage by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.
- 3. For non-economic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.

## CONDITIONS

### 1. Policy Provisions

None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this SUM coverage except: "Duties In The Event Of Accident, Claim, Suit Or Loss"; "Fraud"; and "Ending This Policy" if applicable.

### 2. Notice And Proof Of Claim

As soon as practicable, the insured or other person making claim shall give us written notice of claim under this SUM coverage.

As soon as practicable after our written request, the insured or other person making claim shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details we need to determine the SUM amount payable.

The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person we name and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice of claim.

### 3. Medical Reports

The insured shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured's incapacity, such insured's legal representative (or in the event of such insured's death, the insured's legal representative or the person or persons entitled to sue therefor), shall upon each request from us authorize us to obtain relevant medical reports and copies of relevant records.

### 4. Notice Of Legal Action

If the insured or such insured's legal representative brings any lawsuit against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.

### 5. SUM Limit

The SUM limit payable under this SUM endorsement shall be:

- a. The SUM limit stated in the Declarations; or

- b. If the bodily injury results in death, we will provide a SUM limit of the higher of the SUM limit stated in the Declarations, or \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

### 6. Maximum SUM Payments

Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

- a. The SUM limit; and
- b. The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

The SUM limit shown on the Declarations is the amount of coverage for all damages due to bodily injury in any one accident.

### 7. Non-Stacking

Regardless of the number of vehicles involved, persons covered, claims made, vehicles or premiums shown in this policy, or premium paid, the limits, whether for uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage, shall never be added together or combined for two or more vehicles to determine the extent of insurance coverage available to an insured injured in the same accident.

### 8. Priority Of Coverage

If an insured is entitled to uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage under more than one policy, the maximum amount such insured may recover shall not exceed the highest limit of such coverage for any one vehicle under any one policy, and the following order of priority shall apply:

- a. A policy covering a motor vehicle occupied by the injured person at the time of the accident;
- b. A policy covering a motor vehicle not involved in the accident under which the injured person is a named insured; and
- c. A policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.

Coverage available under a lower priority policy applies only to the extent that it exceeds the coverage of a higher priority policy.

**9. Exhaustion Required**

Except as provided in Condition **10.**, we will pay under this SUM coverage only after the limits of liability have been used up under all motor vehicle bodily injury liability insurance policies or bonds applicable at the time of the accident in regard to any one person who may be legally liable for the bodily injury sustained by the insured.

**10. Release Or Advance**

In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.

We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the insured and any additional amounts paid under this SUM coverage. Any excess above those amounts shall be paid to the insured.

An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.

**11. Non-Duplication**

This SUM coverage shall not duplicate any of the following:

- a. Benefits payable under workers' compensation or other similar laws;
- b. Non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law;
- c. Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;
- d. Any valid or collectible motor vehicle medical payments insurance; or
- e. Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury liability insurance policies or bonds.

**12. Arbitration**

If any insured making claim under this SUM coverage and we do not agree that such insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, or do not agree as to the amount of payment that may be owing under this SUM coverage, then, at the option and upon written demand of such insured, the matter or matters upon which such insured and we do not agree shall be settled by arbitration, administered by the American Arbitration Association, pursuant to procedures prescribed or approved by the Superintendent of Financial Services for this purpose.

If, however, the maximum amount of SUM coverage provided by this endorsement equals the amount of coverage required to be provided by section 3420(f)(1) of the New York Insurance Law and Article 6 or 8 of the New York Vehicle and Traffic Law, then such disagreement shall be settled by such arbitration procedures upon written demand of either the insured or us.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and any such insured and we each agree to be bound by any award made by the arbitrator as to this SUM coverage. For purposes of this Condition, the term "insured" includes any person authorized to act on behalf of the insured.

**13. Subrogation**

If we make a payment under this SUM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition **10.**, such person shall do nothing to prejudice this right.

**14. Payment Of Loss By Company**

We shall pay any amount due under this SUM coverage to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.

**15. Action Against Company**

No lawsuit shall lie against us unless the insured or the insured's legal representative has first fully complied with all the terms of this SUM coverage.

**16. Survivor Rights**

If you or your spouse, if a resident of the same household, dies, this SUM coverage shall cover:

a. The survivor as named insured;

b. The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and

c. Any relative who was an insured at the time of such death.

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

## **NEW YORK CHANGES – CANCELLATION**

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, New York, 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.

- I. If you are an individual and a covered "auto" you own is predominantly used for nonbusiness purposes, the **Cancellation** Common Policy Condition does not apply. The following condition applies instead:
  - Ending This Policy**
  - A. Cancellation**
    1. You may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
    2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel the entire policy for any reason provided we mail you notice within this period. If we cancel for nonpayment of premium, we will mail you at least 15 days' notice and such notice of cancellation on this ground shall inform the first Named Insured of the amount due. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you at least 20 days' notice.
3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:
  - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due. If we cancel for this reason, we will mail you at least 15 days' notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.
  - b. Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period, other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we cancel for this reason, we will mail you at least 20 days' notice.

- c. We replace this policy with another one providing similar coverages and the same limits for a covered "auto" of the private passenger type. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.
- d. This policy has been written for a period of more than one year or without a fixed expiration date. We may cancel for this reason, subject to New York Laws, only at an anniversary of its original effective date. If we cancel for this reason, we will mail you at least 45 but not more than 60 days' notice.
- e. This policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days' notice.
- f. Any "insured" made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days' notice.

If one of the reasons listed in this Paragraph 3. exists, we may cancel the entire policy.

- 4. Instead of cancellation, we may condition continuation of this policy on a reduction of Liability Coverage or elimination of any other coverage. If we do this, we will mail you notice at least 20 days before the date of the change.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send you any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

## B. Nonrenewal

- 1. If this policy is written for a period of less than one year and we decide, subject to New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Liability Coverage or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the policy period.
- 2. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12-month period following the effective date of the first of the successive policy periods in which the coverage was provided.
- 3. We do not have to mail notice of non-renewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this policy or that you no longer want it.

## C. Mailing Of Notices

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or nonrenewal to the address shown on the policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

- II. For all policies other than those specified in Section I., the **Cancellation** Common Policy Condition is completely replaced by the following:

### Ending This Policy

#### A. Cancellation

- 1. The first Named Insured shown in the Declarations may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. When this policy is in effect 60 days or less and is not a renewal or continuation policy, we may cancel the entire policy by mailing to the first Named Insured written notice at least 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph 3. below. We will provide the first Named Insured with 20 days written notice if we cancel for any other reason.



3. When this policy is in effect more than 60 days or is a renewal or continuation policy, we may cancel only for any of the reasons, listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:
  - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
  - b. Conviction of a crime arising out of acts increasing the hazard insured against;
  - c. Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
  - d. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
  - e. Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
  - f. Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
  - g. A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code;
  - h. Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the "insured" will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. However, if we cancel for this reason, the first Named Insured may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review our cancellation decision. We will also send a copy of this notice, simultaneously, to the Department of Financial Services; or
  - i. Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a covered "auto", other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation.
4. Regardless of the number of days this policy has been in effect, if:
  - a. This policy covers "autos" subject to the provisions of Section 370 (a) and (b) of the New York Vehicle and Traffic Law; and
  - b. The Commissioner of the Department of Motor Vehicles deems this policy to be insufficient for any reason;

we may cancel this policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this policy.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata.
 

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
6. The effective date of cancellation stated in the notice shall become the end of the policy period.

7. Notice will include the reason for cancellation. We will mail or deliver our notice to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

**B. Notices Of Nonrenewal And Conditional Renewal**

1. If we decide not to renew or continue this policy, we will send notice as provided in Paragraph 3. below.
2. If we conditionally renew this policy upon:
  - a. A change of limits;
  - b. A change in type of coverage;
  - c. A reduction of coverage;
  - d. An increased deductible;
  - e. An addition of exclusion; or
  - f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added; or as a result of experience rating, retrospective rating or audit;we will send notice as provided in Paragraph 3. below.
3. If we decide not to renew or continue this policy, or to conditionally renew this policy as provided in Paragraphs 1. and 2. above, we will mail the first Named Insured notice at least 60 but not more than 120 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date.
4. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that you have replaced this policy or no longer want it.
5. Any notice of nonrenewal or conditional renewal will be mailed to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
6. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase, and description of any other changes.

7. If we violate any of the provisions of Paragraph 3., 5. or 6. above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

- a. And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel.
- b. And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

8. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

- a. Upon expiration of the 60-day period, unless Subparagraph b. below applies; or
- b. Notwithstanding the provisions in Paragraphs 7.a. and 7.b., as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.

**C. Paragraph C.1. Aggregate Limit Of Insurance – Garage Operations – Other Than Covered "Autos" is amended as follows:**

1. The Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Section II, Paragraph B.7. above.
2. The last sentence of Aggregate Limits – "Garage Operations" – Other Than Covered "Autos" does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

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

## **NEW YORK CHANGES IN BUSINESS AUTO, BUSINESS AUTO PHYSICAL DAMAGE, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS**

For a covered "auto" licensed or principally garaged in New York, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
 BUSINESS AUTO PHYSICAL DAMAGE 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. Changes In Liability Coverage**

1. The third paragraph of **A. Coverage** is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense", even if the allegations of the "suit" are groundless, false or fraudulent. 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.

2. Who Is An Insured does not include anyone loading or unloading a covered "auto" except you, your "employees", a lessee or borrower or any of their "employees".

3. **Supplementary Payments** is amended as follows:

- a. Paragraph (5) is replaced by the following:

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

- b. The following paragraphs are added:

(7) All expenses incurred by an "insured" for first aid to others at the time of an "accident".

(8) The cost of appeal bonds.

4. Paragraph **b. Out-of-state Coverage Extensions** in the Business Auto, Motor Carrier and Truckers Coverage Forms is replaced by the following:

While a covered "auto" is used or operated in any other state or Canadian province, we will provide at least the minimum amount and kind of coverage which is required in such cases under the laws of such jurisdiction.

5. **Exclusions** is changed as follows:

- a. The **Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:

#### **Employee Indemnification And Employer's Liability**

This insurance does not apply to:

"Bodily injury" to 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.

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.

- b. The **Fellow Employee** Exclusion is replaced by the following:

**Fellow Employee**

This insurance does not apply to:

"Bodily injury" to 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.

However, this exclusion only applies if the fellow "employee" is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.

- c. The **Handling Of Property** Exclusion does not apply.
- d. The **Movement Of Property By Mechanical Device** Exclusion does not apply.
- e. The **Operations** Exclusion does not apply.
- f. The **Completed Operations** Exclusion does not apply.
- g. The **Pollution** Exclusion does not apply.
- h. The **War** Exclusion is replaced by the following:

**War**

"Bodily injury" or "property damage" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

- i. The **Racing** Exclusion does not apply.
- j. The following exclusion is added:

**Spousal Liability**

"Bodily injury" to or "property damage" of the spouse of an "insured". However, we will pay all sums an "insured" legally must pay if named as a third-party defendant in a legal action commenced by his or her spouse against another party.

6. If the Limit Of Insurance shown in the Declarations is equal to or greater than \$160,000, the **Limit Of Insurance** Provision is changed by the following:

Limit of Insurance applies except that we will apply the Limit Of Insurance shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act for:

- a. "Bodily injury" not resulting in death of any one person caused by any one "accident";
- b. "Bodily injury" not resulting in death of two or more persons caused by any one "accident";
- c. "Bodily injury" resulting in death of any one person caused by any one "accident";
- d. "Bodily injury" resulting in death of two or more persons caused by any one "accident"; or
- e. "Property damage" in any one "accident".

This provision will not change our total Limit of Insurance.

7. If the Limit Of Insurance shown in the Declarations is less than \$160,000, the **Limit Of Insurance** Provision is replaced by the following:

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 Liability Coverage shown in the Declarations, except for those damages for "bodily injury" resulting in death. We will apply the Limit Of Insurance shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act as follows:

- a. "Bodily injury" not resulting in death of any one person caused by any one "accident";
- b. "Bodily injury" not resulting in death of two or more persons caused by any one "accident"; or
- c. "Property damage" in any one "accident".

This provision will not change our total Limit of Insurance.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

In addition, our Limit of Insurance for "bodily injury" resulting in death is as follows:

- a. Up to \$50,000 for "bodily injury" resulting in death of any one person caused by any one "accident"; and
- b. Up to \$100,000 for "bodily injury" resulting in death of two or more persons caused by any one "accident", subject to a \$50,000 maximum for any one person.

If the Limit Of Insurance shown in the Declarations is not exhausted by payment of damages for:

- a. "Bodily injury" not resulting in death;
- b. "Property damage"; or
- c. "Covered pollution cost or expense";

any remaining amounts will be used to pay damages for "bodily injury" resulting in death, to the extent the Limit Of Insurance shown in the Declarations is not increased.

8. If forming part of the policy, the Nuclear Energy Liability Exclusion (Broad Form) Endorsement does not apply to the Commercial Auto Coverage Part.

#### **B. Changes In Trailer Interchange Coverage**

Paragraph **A.2.** of **Section III - Trailer Interchange Coverage** in the Motor Carrier Coverage Form is replaced by the following:

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages, even if the allegations of the "suit" are groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" 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 Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

#### **C. Changes In Physical Damage Coverage**

1. The **Owned Autos You Acquire After The Policy Begins** provision of Section **I - Covered Autos** is replaced by the following:  
**Owned Autos You Acquire After The Policy Begins**

- a. 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.

- b. 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:

- (1) We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

- (2) You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

- c. Notwithstanding the provisions of Paragraphs **a.** and **b.**, during the term of the Coverage Part, Physical Damage Coverage for an additional or replacement private passenger "auto" shall not become effective until you notify us and request coverage for the "auto".

However, if you replace a private passenger "auto" currently insured with us for a continuous period of at least 12 months, we will provide the same coverage which applied to the replaced "auto", without a coverage request, for five calendar days beginning on the date you acquired the replacement "auto". After five calendar days, coverage will not apply until you request coverage for the "auto".

2. The **War Or Military Action** Exclusion is replaced by the following:

##### **War Or Military Action**

War, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

3. **Deductible** is replaced by the following:

**Deductible**

For each covered "auto", our obligation to pay for, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.

4. The following provisions are added to **Physical Damage Coverage** and apply in place of any conflicting policy provisions:

**a. Mandatory Inspection For Physical Damage Coverage**

- (1) We have the right to inspect any private passenger "auto", including a non-owned "auto", insured or intended to be insured under this Coverage Part before physical damage coverage shall become effective, except to the extent that this right is prescribed and limited by New York State Department of Financial Services' Insurance Regulation No. 79 (11 NYCRR 67) or Section 3411 of the New York Insurance Law.

- (2) When an inspection is required by us, you must cooperate and make the "auto" available for the inspection.

**b. "Auto" Repairs Under Physical Damage Coverage**

Payment of a physical damage "loss" shall not be conditioned upon the repair of the "auto". We may not require that repairs be made by a particular repair shop or concern.

**c. Recovery Of Stolen Or Abandoned "Autos"**

If a private passenger "auto" insured under this Coverage Part for physical damage coverage is stolen or abandoned, we or our authorized representative shall, when notified of the location of the "auto", have the right to take custody of the "auto" for safekeeping.

**D. Changes In Conditions**

1. Paragraphs **a.** and **b.(2)** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms are replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- a.** In the event of "accident", claim, "suit" or "loss", you or someone on your behalf must give us or our authorized representative notice as soon as reasonably possible 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.

Written notice by or on behalf of the injured person or any other claimant to our authorized representative shall be deemed notice to us.

- b.** Additionally, you and any other involved "insured" must:

- (2) Send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" as soon as reasonably possible.

2. Paragraph **a.** of the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- a.** In the event of "loss", you must give us notice as soon as reasonably possible of the "loss". Include:

- (1) How, when and where the "loss" occurred; and  
(2) To the extent possible, the names and addresses of any injured persons and witnesses.

3. The **Legal Action Against Us** Condition in the Business Auto, Truckers and Motor Carrier Coverage Forms is replaced by the following:

**Legal Action Against Us**

- a.** Except as provided in Paragraph **b.**, no one may bring a legal action against us until:

- (1) There has been full compliance with all of the terms of the coverage form; and

(2) Under Liability Coverage, we, by written agreement with the "insured" and the claimant, agree that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the "insured's" liability.

b. With respect to "bodily injury" claims, if we deny coverage or do not admit liability because an "insured" or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an "insured":

(1) Brings an action to declare the rights of the parties under the policy; and

(2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

4. Paragraph **d.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **h. Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

When this Coverage Form and any valid and collectible insurance under 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.

5. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as soon as practicable, as required under this Coverage

Part, shall not invalidate any claim made by the "insured", injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the "insured", injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

6. The **Loss Payment - Physical damage Coverages** Condition is replaced by the following:

**Loss Payment - Physical damage Coverages**

At our option we may:

a. Pay for or replace damaged or stolen property; or

b. Return the stolen or damaged property, at our expense. We will pay for any damage that results to the "auto" from the "loss".

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

7. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms is changed as follows:

This condition does not apply to liability coverage.

8. The **Premium Audit** Condition is amended by the addition of the following:

An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy or the anniversary date, if this is a continuous policy or a policy written for a term longer than one year. But the audit may be waived if:

a. The total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500; or

b. The policy requires notification to the insurer with specific identification of any additional exposure units (e.g., autos) for which coverage is requested.

c. Except as provided in Paragraphs **a.** and **b.** above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

## E. Changes In Definitions

The **Definitions** Section in the Business Auto, Business Auto Physical Damage, Motor Carrier and Truckers Coverage Forms is changed as follows:

1. The "covered pollution cost or expense" definition in all coverage forms, except the Business Auto Physical Damage Coverage Form, is replaced by the following:

"Covered pollution cost or expense" means any cost or expense arising out of:

- a. Any request, demand, order or statutory or regulatory requirement; or
- b. Any claim or "suit" by or on behalf of a governmental authority demanding;

that the "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".

2. The "insured contract" definition in all coverage forms, except the Business Auto Physical Damage Coverage Form, is replaced by the following:

"Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. That part of any contract or agreement entered into, as part of your business, by you or any of your employees, pertaining to the rental or lease of any "auto"; or
- g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- a. 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;
- b. 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; or
- c. Under which the "insured" assumes liability for injury or damage caused by the dumping, discharge or escape of:

- (1) Irritants, pollutants or contaminants that are, or that are contained in, any property that is:

- (a) Being moved from the place where such property or pollutants are accepted by the "insured" for movement into or onto the covered "auto";
- (b) Being transported or towed by the covered "auto";
- (c) Being moved from the covered "auto" to the place where such property or pollutants are finally delivered, disposed of or abandoned by the "insured";
- (d) Otherwise in the course of transit; or
- (e) Being stored, disposed of, treated or processed in or upon the covered "auto" other than 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.

- (2) Irritants, pollutants or contaminants not described in Paragraph (1) above unless:

- (a) The pollutants or any property in which the pollutants are contained is upset, overturned or damaged as a result of the maintenance or use of the covered "auto"; and



- (b) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.
3. The "mobile equipment" definition is replaced by the following:

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles not described in Paragraph a., b., c. or d. 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":
  - (1) Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

"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".

However, the operation of:

- a. Equipment described in Paragraphs f.(2) and f.(3) above; 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;

is considered operation of "mobile equipment" and not operation of an "auto".

#### F. Changes In Forms And Endorsements

- 1. All references to Underinsured Motorists Coverage shall mean Supplementary Uninsured/Underinsured Motorists Coverage.
- 2. If the Garagekeepers Coverage endorsement or the Garagekeepers Coverage - Customers' Sound-receiving Equipment endorsement is attached, then:
  - a. Paragraph B.2. is replaced by the following:
    - 2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages, even if the allegations of the "suit" are groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" 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 for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

- b. Exclusion 3. is replaced by the following:
  3. We will not pay for "loss" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
3. If the Auto Medical Payments Coverage endorsement is attached, then Exclusion C.6. is replaced by the following:
  4. If the Single Interest Automobile Physical Damage Insurance Policy is attached, the **War** Exclusion is replaced by the following:

This insurance does not apply to "loss" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
  5. If the Stated Amount Insurance endorsement is attached, then Paragraph C.2. of that endorsement does not apply.
6. "Bodily injury" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

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

## **WEAR AND TEAR EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

Under Physical Damage Coverage, the Wear And Tear exclusion is replaced by the following:

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".

### Down Payment Invoice Details

<b>Billing Account No:</b>	201040909
<b>Policy No</b>	5016366
<b>Policy Effective Date</b>	2018-02-22
<b>Statement Date</b>	2018-01-24
<b>Due Date</b>	2018-02-22

<b>Down Payment Amount</b>	<b>Amount Paid</b>	<b>Total Balance Amount</b>
\$2,748.32	\$2,748.32	\$31605.68

This is a draft invoice. Please pay the down payment balance amount by the due date of 2018-02-22  
You will receive an actual invoice shortly from our billing department.

# NEW YORK STATE INSURANCE IDENTIFICATION CARD

460 Utica National Insurance of Texas

Policy Number  
**5016366**

THIS ID CARD MUST BE CARRIED  
IN THE INSURED VEHICLE FOR  
PRODUCTION UPON DEMAND

Name & Address of Issuer **Usi Ins Services LLC**  
**Suite 800**  
**333 Earle Ovington Blvd**  
**Uniondale, NY 11553**

Effective Date      Expiration Date  
**02/22/2018**      **02/22/2019**  
12:01 a.m.      12:01 a.m.  
(Not acceptable to obtain registration  
after 45 days from effective date.)

WARNING: Any person who issues  
or produces an ID card knowing that  
an Owner's Policy of insurance is not in  
effect may be committing a misdemeanor.  
In addition, a person who presents  
an ID card if insurance is not in  
effect may be committing a  
misdemeanor.

An authorized NEW YORK insurer has issued an Owner's Policy of  
Liability Insurance complying with Article 6 (Motor Vehicle Financial  
Security Act) of the NEW YORK Vehicle and Traffic Law to:

Applicable with respect to the following  
Motor Vehicle:

**2002**      **Ford**  
Year      Make  
**1FTNE24L72HB26612**  
Vehicle Identification Number

The name of the registrant and the  
name of the insured must coincide.

**Leader;Electric;Co**  
**Inc**  
**410 W 127TH ST**  
**NEW YORK NY 10027**

REPLACEMENT VEHICLE NOTATION:  
DMV WILL ONLY PROCESS A VEHICLE  
CHANGE (RE-REGISTRATION) USING  
THE REPLACED VEHICLE'S CURRENT  
REGISTRATION.



FS-20

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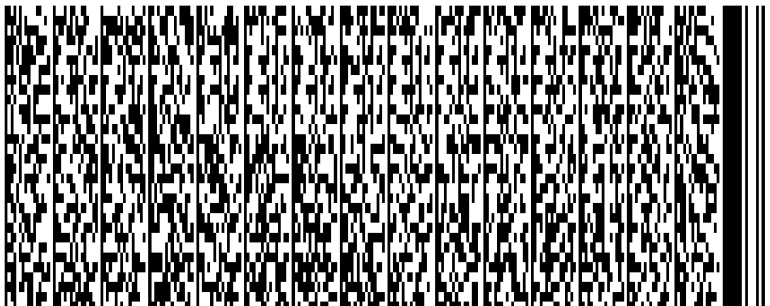


FS-20

## FAX: Scanable Bar Code

### FAX INSTRUCTIONS:

1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second ID card and large scanable bar code will be retained
3. A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scanable barcode





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**Leader;Electric;Co**  
**Inc**  
**410 W 127TH ST**  
**NEW YORK NY 10027**

**2003**      **Ford**  
Year      Make  
**1FTNE24L63HB85958**  
Vehicle Identification Number

The name of the registrant and the  
name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION:  
DMV WILL ONLY PROCESS A VEHICLE  
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FS-20

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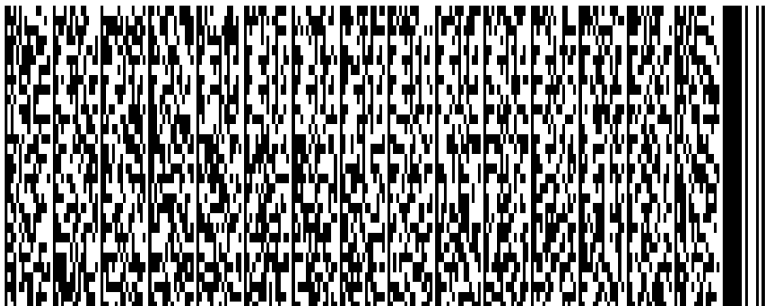


FS-20

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460 Utica National Insurance of Texas

Policy Number  
5016366

THIS ID CARD MUST BE CARRIED  
IN THE INSURED VEHICLE FOR  
PRODUCTION UPON DEMAND

Name & Address of Issuer **Usi Ins Services LLC**  
**Suite 800**  
**333 Earle Ovington Blvd**  
**Uniondale, NY 11553**

Effective Date      Expiration Date  
02/22/2018      02/22/2019  
12:01 a.m.      12:01 a.m.  
(Not acceptable to obtain registration  
after 45 days from effective date.)

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misdemeanor.

An authorized NEW YORK insurer has issued an Owner's Policy of  
Liability Insurance complying with Article 6 (Motor Vehicle Financial  
Security Act) of the NEW YORK Vehicle and Traffic Law to:

Applicable with respect to the following  
Motor Vehicle:

2003      Ford  
Year      Make  
1FTSE34L13HB55100  
Vehicle Identification Number

The name of the registrant and the  
name of the insured must coincide.

**Leader;Electric;Co**  
**Inc**  
**410 W 127TH ST**  
**NEW YORK NY 10027**

REPLACEMENT VEHICLE NOTATION:  
DMV WILL ONLY PROCESS A VEHICLE  
CHANGE (RE-REGISTRATION) USING  
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FS-20

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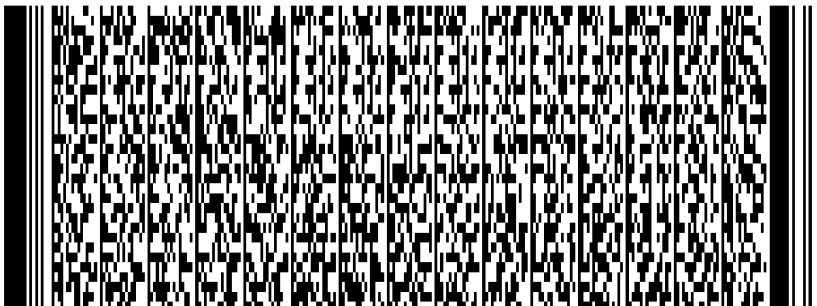


FS-20

FAX: Scanable Bar Code

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Applicable with respect to the following  
Motor Vehicle:

**2005**      **Ford**  
Year      Make  
**1FTNE24L95HA02698**  
Vehicle Identification Number

The name of the registrant and the  
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**Leader;Electric;Co**  
**Inc**  
**410 W 127TH ST**  
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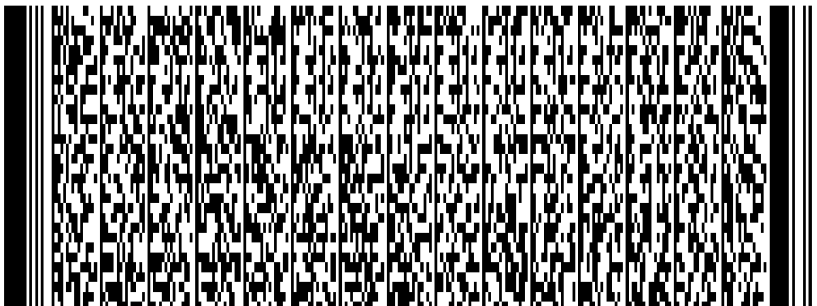


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Applicable with respect to the following  
Motor Vehicle:

2002      Ford  
Year      Make  
1FTSE34L92HA87921  
Vehicle Identification Number

The name of the registrant and the  
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**Leader;Electric;Co**  
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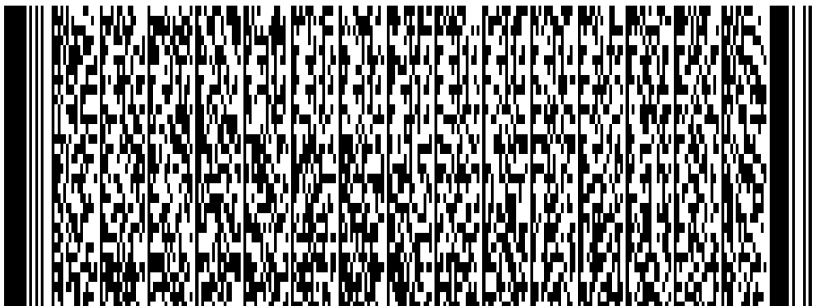


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**1999**      **Ford**  
Year      Make  
**1FDXF46S9XEC32621**  
Vehicle Identification Number

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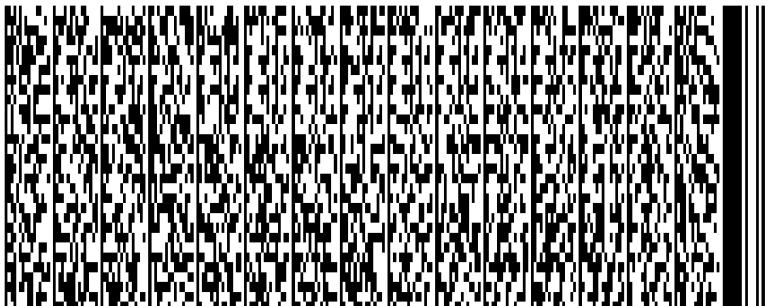


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**2008**      **Inter**  
Year      Make  
**3HAJEAVH08L641802**  
Vehicle Identification Number

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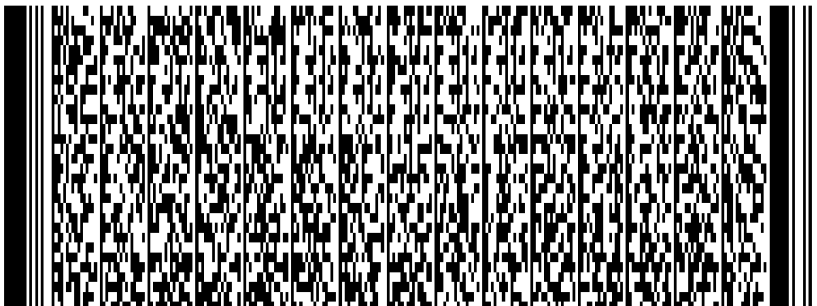


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Applicable with respect to the following  
Motor Vehicle:

**2006**      **Dodge**  
Year      Make  
**WD0PD644365925331**  
Vehicle Identification Number

The name of the registrant and the  
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**Inc**  
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