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24 hours a day, 365 days a year*

*Unless Your Policy Requires **Written** Notice or Reporting

COMMERCIAL INSURANCE

A Custom Insurance Policy Prepared for:

THE PORT AUTHORITY OF
NEW YORK & NEW JERSEY
225 PARK AVENUE SOUTH
NEW YORK NY 10003

Presented by: **CONNER STRONG COMPANIES**



TRAVELERS CORP. TEL: 1-800-328-2189
NON-PERP/-/SP
COMMON POLICY DECLARATIONS
ISSUE DATE: 03/18/14
POLICY NUMBER: BA-7C444755-14-PUB

INSURING COMPANY:
THE PHOENIX INSURANCE COMPANY

1. NAMED INSURED AND MAILING ADDRESS:
THE PORT AUTHORITY OF
NEW YORK & NEW JERSEY
225 PARK AVENUE SOUTH
NEW YORK, NY 10003

2. POLICY PERIOD: From 03/01/14 to 03/01/15 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS
Premises Bldg.
Loc. No. No. Occupancy Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 07 PHX

5. NUMBERS OF FORMS AND ENDORSEMENTS
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:
Policy Policy No. Insuring Company

7. PREMIUM SUMMARY:
Provisional Premium \$ 63,496
Due at Inception \$ 63,496
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER:
CONNER STRONG COMPANIES (CHP30)
TWO LIBERTY PL
50 S 16TH ST STE 3600
PHILADELPHIA, PA 19102

COUNTERSIGNED BY:

Authorized Representative

DATE: _____



POLICY NUMBER: BA-7C444755-14-PUB

EFFECTIVE DATE: 03-01-14

ISSUE DATE: 03-18-14

INTERLINE ENDORSEMENTS (CONTINUED)

IL 02 08 09 07 NJ CHANGES-CANCELLATION AND NONRENEWAL
IL 02 60 02 10 CONNECTICUT CHNG-CANC AND NONRENEW

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 or any Coverage Part 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. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part 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 as 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

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. 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 continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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.

G. Equipment Breakdown Equivalent to Boiler and Machinery

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

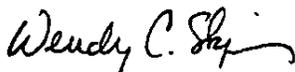
The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

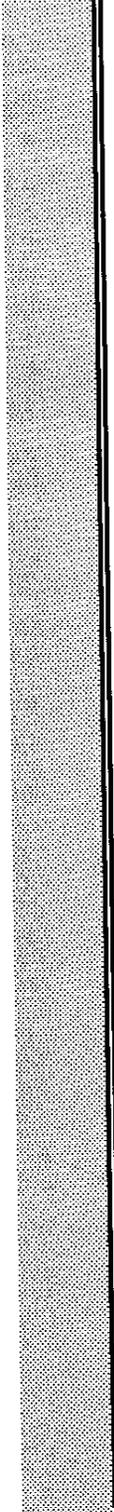
Travelers Casualty Insurance Company of America (ACJ)


Secretary


President

COMMERCIAL AUTOMOBILE





COMMERCIAL AUTOMOBILE

BUSINESS AUTO
 COVERAGE PART DECLARATIONS
 Issue Date: 03-18-14 MD

ITEM ONE: Policy Number: BA-7C444755-14-PUB

INSURING COMPANY:
 THE PHOENIX INSURANCE COMPANY

Declarations Period: From: 03-01-14 to 03-01-15 12:01 A.M. Standard
 Time at your mailing address shown in the Common Policy Declarations.

The Commercial Automobile Coverage Part consists of these
 Declarations and the Business Auto Coverage Form shown below.

FORM OF BUSINESS: PUBLIC ENTITY

ITEM TWO:
 A. COVERAGE AND LIMITS OF INSURANCE:

Coverage applies only to those Autos shown as Covered Autos by entry
 of one or more Symbols from SECTION 1 - Covered Auto of the
 BUSINESS AUTO COVERAGE FORM

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE	PREMIUM
		The most we will pay for any one accident or loss.	
LIABILITY	7 8 9	\$ 5,000,000	
PERSONAL INJURY PROTECTION (No Fault)	5	Separately stated in each PIP endorsement minus deductible shown in ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN.	
PERSONAL INJURY PROTECTION (No Fault) (New York Only)	5	\$ 50,000 minus deductible shown in ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN.	\$ 694
AGGREGATE NO-FAULT BENEFITS AVAILABLE (New York Only)	5	\$ 50,000	\$ 694
MAXIMUM MONTHLY WORK LOSS (New York Only)	5	\$ 2,000	

CA TO 01 02 07
 PRODUCER CONNER STRONG COMPANIES CHP30

PAGE (CONTINUED)
 OFFICE SPSTPAU 06R



BUSINESS AUTO
 COVERAGE PART DECLARATIONS
 Issue Date: 03-18-14 MD

Policy Number: BA-7C444755-14-PUB

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE	PREMIUM
OTHER NECESSARY EXPENSES (PER DAY) (New York Only)	5	\$ 25	
DEATH BENEFIT (New York Only)	5	\$ 2,000	
AUTO MEDICAL PAYMENTS	7	\$ 5,000 EACH PERSON	
UNINSURED AND UNDERINSURED MOTORISTS COVERAGE	7	SEE CA TO 30	
NY SUM	7	SEE CA TO 67	

The maximum amount payable under SUM coverage shall be the policy SUM limits 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, as specified in the SUM endorsement.

B. AUDIT PERIOD: ANNUAL

C. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS:
 Symbols 1-9, 19: SEE BUSINESS AUTO COVERAGE FORM Section 1
 Covered Autos

D. LOSS PAYEE: Any loss under Physical Damage Coverages is payable as interest may appear to you and the Loss Payee named in the Declarations (see Loss Payable Clause on reverse side)

ITEM THREE. SCHEDULE OF COVERED
AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING
CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: BA-7C444755-14-PUB

INSURED'S NAME: THE PORT AUTHORITY OF
NEW YORK & NEW JERSEY

CA TO 02 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
1	LARCHMONT	NY 10538	5724	097	01499	10000
2	FOREST HILLS	NY 11375	6082	055	01499	10000
3	WEST TRENTON	NJ 08628	0999	106	01499	10000
4	VALLEY STREAM	NY 11580	2858	020	01499	10000
5	WARREN	NJ 07059	0497	125	01499	10000

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
1	2010	TOYOT HIGHL	JTEBW3EH2A2043022			
2	2010	TOYOT HIGHL	JTEEW41A782023483			
3	2012	CHEVR K1500	1GNSK5E77CR301488			
4	2010	TOYOT HIGHL	JTEBW3EH0A2043150			
5	2010	TOYOT HIGHL	JTEBW3EH9A2042983			

	COVERED AUTO 1	COVERED AUTO 2	COVERED AUTO 3	COVERED AUTO 4	COVERED AUTO 5
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BASIC PIP:
DEDUCTIBLE AMOUNT
APPLIES TO

PREMIUMS:	COVERED AUTO 1	COVERED AUTO 2	COVERED AUTO 3	COVERED AUTO 4	COVERED AUTO 5
LIABILITY	2287	4014	1674	3365	1607
BASIC PIP	42	77		61	
MED PAY	2	3	78	3	74
TOTAL	2331	4094	1752	3429	1681

TOTAL UNINSURED AND UNDERINSURED MOTORISTS PREMIUM: 2901

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
 SPV 22 PAGE 1 001

ITEM THREE . SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: BA-7C444755-14-PUB

INSURED'S NAME: THE PORT AUTHORITY OF
NEW YORK & NEW JERSEY

CA TO 02 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
6	HAMILTON	NJ 08609	0999	106	01499	10000
7	WEST ORANGE	NJ 07052	0512	131	01499	10000
8	WESTPORT	CT 06880		028	7398	
9	BROOKLYN	NY 11201	6081	017	01499	10000
10	NEW PROVIDENCE	NJ 07974	0359	125	01499	10000

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
6	2009	TOYOT HIGHL	JTEEW41A292037213			
7	2009	TOYOT HIGHL	JTEEW41A992037211			
8	2009	CHEVR MALIB	1G1ZF57529F207917			
9	2008	TOYOT HIGHL	JTEEW41A682024592			
10	2011	FORD ESCAP	1FMCU5K34BKB60603			

BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO	COVERED AUTO 6	COVERED AUTO 7	COVERED AUTO 8	COVERED AUTO 9	COVERED AUTO 10
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PREMIUMS:	COVERED AUTO 6	COVERED AUTO 7	COVERED AUTO 8	COVERED AUTO 9	COVERED AUTO 10
LIABILITY	1674	2105	682	4971	1607
BASIC PIP				122	
MED PAY	78	97	17	3	74
TOTAL	1752	2202	699	5096	1681

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
SPV 22 PAGE 2 001



ITEM THREE . SCHEDULE OF COVERED
AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING
CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: BA-7C444755-14-PUB

INSURED'S NAME : THE PORT AUTHORITY OF
NEW YORK & NEW JERSEY

CA TO 02 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
11	GLEN RIDGE	NJ 07028	0225	131	01499	10000
12	JERSEY CITY	NJ 07097	0272	101	01499	10000
13	SHORT HILLS	NJ 07078	0999	131	01499	10000
14	TENAFLY	NJ 07670	0478	110	01499	10000
15	WHITESTONE	NY 11357	6082	055	01499	10000

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
11	2010	CHEVR K1500	1GNUKHE32AR215882			
12	2008	NISSA ALTIM	1FMCU59H78KA90041			
13	2008	TOYOT HIGHL	JTEEW41A782023760			
14	2010	TOYOT HIGHL	JTEDK3EHXA2164207			
15	2008	TOYOT HIGHL	JTEEW41A282024086			

	COVERED AUTO 11	COVERED AUTO 12	COVERED AUTO 13	COVERED AUTO 14	COVERED AUTO 15
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
PREMIUMS:					
LIABILITY	2105	3595	2105	2013	4014
BASIC PIP					77
MED PAY	97	167	97	93	3
TOTAL	2202	3762	2202	2106	4094

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
 SPV 22 PAGE 3 001

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: BA-7C444755-14-PUB

INSURED'S NAME: THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

CA TO 02 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
16	STATEN ISLAND	NY 10301	6083	005	01499	10000
17	NEW YORK	NY 10003	6079	018	01499	10000
18	PLEASANTVILLE	NY 10570	5789	065	01499	10000
19	WHITESTONE	NY 11357	6082	055	01499	10000
20	MIDDLETOWN	NJ 07748	0327	116	01499	10000

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
16	2009	FORD ESCAP	1FMCU59349KC38345			
17	2010	FORD ESCAP	1FMCU59H18KA90035			
18	2013	TOYOT HIGHL	JTEBC3EH0D2015281			
19	2013	TOYOT HIGHL	JTEBC3EH3D2015257			
20	2010	TOYOT HIGHL	JTEBW3EH7A2043162			

BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO	COVERED AUTO 16	COVERED AUTO 17	COVERED AUTO 18	COVERED AUTO 19	COVERED AUTO 20
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PREMIUMS:	COVERED AUTO 16	COVERED AUTO 17	COVERED AUTO 18	COVERED AUTO 19	COVERED AUTO 20
LIABILITY	3033	4055	1491	4014	1796
BASIC PIP	71	131	36	77	
MED PAY	2	3	2	3	83
TOTAL	3106	4189	1529	4094	1879

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
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ITEM THREE . SCHEDULE OF COVERED
AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING
CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: BA-7C444755-14-PUB

INSURED'S NAME: THE PORT AUTHORITY OF NEW YORK & NEW JERSEY CA TO 02 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
21	OLD BRIDGE	NJ 08857	0999	140	7398 B	
22	HOBOKEN	NJ 07030	0263	101	7398 B	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
21	2013	FORD ESCAP	1FMCU9GX6DUB67692			
22	2014	CHEVR CAPRI	2G1WA5E31E1109711			

	COVERED AUTO 21	COVERED AUTO 22	COVERED AUTO	COVERED AUTO	COVERED AUTO
BASIC PIP:					
DEDUCTIBLE AMOUNT APPLIES TO					
PREMIUMS:					
LIABILITY	1291	2845			
BASIC PIP	74	328			
MED PAY					
TOTAL	1365	3173			

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
 **APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES
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One Tower Square, Hartford, Connecticut 06183

**BUSINESS AUTO
COVERAGE PART DECLARATIONS**

POLICY NO.: BA-7C444755-14-PUB
ISSUE DATE: 03-18-14

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

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liab. Cov. is primary)	PREMIUM
NY	\$ IF ANY XS	\$ 2.938	\$	\$ 110
TOTAL PREMIUM				\$ 110

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.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	\$	\$	\$
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.	\$	\$	\$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS MINUS \$ DED. FOR EACH COVERED AUTO.	\$	\$	\$
TOTAL PREMIUM				\$

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

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
OTHER THAN GARAGE SERVICE OPERATIONS AND OTHER THAN A SOCIAL SERVICE AGENCY	NUMBER OF EMPLOYEES	30	\$ 94
	NUMBER OF PARTNERS		\$
GARAGE SERVICE OPERATIONS	NUMBER OF EMPLOYEES WHOSE PRINCIPAL DUTY INVOLVES THE OPERATION OF AUTOS		\$
	NUMBER OF PARTNERS		\$
SOCIAL SERVICE AGENCY	NUMBER OF EMPLOYEES		\$
	NUMBER OF VOLUNTEERS		\$
TOTAL PREMIUM			\$ 94



PRODUCER
CA TO 03 02 07

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EXPLANATION OF CERTAIN ENTRIES OR THE ABSENCE THEREOF ON CA TO O2

THE ABSENCE OF AN ENTRY IN PREMIUM SPACES FOR A COVERAGE SHALL MEAN THAT
INSURANCE IS NOT AFFORDED FOR THE DESIGNATED AUTO.

THE ABBREVIATION 'ACV' IN THE 'LIMIT OF LIABILITY' SPACE SHALL MEAN 'ACTUAL
CASH VALUE'.

THE ABBREVIATION 'BI' SHALL MEAN 'BODILY INJURY'.

THE ABBREVIATION 'GVW' SHALL MEAN 'GROSS VEHICLE WEIGHT'.

THE ABBREVIATION 'GCW' SHALL MEAN 'GROSS COMBINED WEIGHT'.

THE ABBREVIATION 'ADDED PIP' SHALL MEAN 'ADDED PERSONAL INJURY PROTECTION'
OR 'EQUIVALENT NO-FAULT COVERAGE'.

THE ABBREVIATION 'BASIC PIP' SHALL MEAN 'BASIC PERSONAL INJURY PROTECTION'
OR 'EQUIVALENT NO-FAULT COVERAGE'.

THE ABBREVIATION 'NDA' SHALL MEAN 'NO DEDUCTIBLE APPLIES'.

THE ABBREVIATION 'ME\$100' SHALL MEAN 'MEDICAL EXPENSE \$100'.

THE ABBREVIATION 'WL\$200' SHALL MEAN 'WORK LOSS \$200'.

THE ABBREVIATION 'CME&WL' SHALL MEAN 'COMBINED MEDICAL EXPENSE & WORK LOSS'.

THE ABBREVIATION 'I' SHALL MEAN 'DEDUCTIBLE APPLIES TO THE NAMED INSURED
ONLY'.

THE ABBREVIATION 'I/R' SHALL MEAN 'DEDUCTIBLE APPLIES TO THE NAMED INSURED
AND RELATIVES'.

THE ABBREVIATION 'PD' SHALL MEAN 'PROPERTY DAMAGE'.

THE ABBREVIATION 'SPEC CAUSES' SHALL MEAN 'SPECIFIED CAUSES OF LOSS
COVERAGE' AS DEFINED IN THE POLICY.

OTHER ABBREVIATIONS DESIGNATED BELOW ARE DEFINED AS FOLLOWS
THE ABBREVIATION 'SP' SHALL MEAN 'SPECIFIED CAUSES OF LOSS COVERAGE'.
THE ABBREVIATION 'F' SHALL MEAN 'FIRE COVERAGE' ONLY.
THE ABBREVIATION 'FT' SHALL MEAN 'FIRE & THEFT COVERAGE'.
THE ABBREVIATION 'FTW' SHALL MEAN 'FIRE, THEFT & WINDSTORM COVERAGE'.
THE ABBREVIATION 'LSP' SHALL MEAN 'LIMITED SPECIFIED CAUSES OF LOSS
COVERAGE'.

THE ABBREVIATION 'MED PAY' SHALL MEAN 'MEDICAL PAYMENTS'.

THE ABBREVIATION 'NFRB CODE' SHALL MEAN 'NO FAULT RATING BASIS'.

THE ABBREVIATION 'PRIM' SHALL MEAN 'PRIMARY'.

THE ABBREVIATION 'XS' SHALL MEAN 'EXCESS'.



One Tower Square, Hartford, Connecticut 06183

BUSINESS AUTO/TRUCKERS/ GARAGE/
MOTOR CARRIER COVERAGE PART
SUPPLEMENTARY SCHEDULE

POLICY NO.: BA-7C444755-14-PUB
ISSUE DATE: 03-18-14

ITEM TWO

COVERAGE AND LIMITS OF INSURANCE

SUPPLEMENTARY UNINSURED MOTORISTS COVERAGE/UNDERINSURED MOTORISTS COVERAGE

The LIMIT OF INSURANCE for the coverages shown below is the LIMIT OF INSURANCE shown for the State where a covered "auto" is principally garaged. Refer to the specific coverage endorsement for description of the coverage provided for each State listed below.

State	Coverage SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE		LIMIT OF INSURANCE	
	"Bodily Injury" and "Property Damage" Combined Single Limit	"Bodily Injury" Each "Accident"	"Bodily Injury" Each Person Each "Accident"	"Property Damage" Each "Accident"
NY SUM		\$ 1,000,000		

The maximum amount payable under SUM coverage shall be the policy SUM limits 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, as specified in the SUM endorsement.



**BUSINESS AUTO/TRUCKERS/GARAGE/
MOTOR CARRIER COVERAGE PART
SUPPLEMENTARY SCHEDULE**

POLICY NO.: BA-7C444755-14-PUB
ISSUE DATE: 03-18-14

**ITEM TWO
COVERAGE AND LIMITS OF INSURANCE
UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE**

The LIMIT OF INSURANCE for the coverages shown below is the LIMIT OF INSURANCE shown for the State where a covered "auto" is principally garaged. Refer to the specific coverage endorsement for description of the coverage provided for each State listed below.

Coverage		LIMIT OF INSURANCE			
UNINSURED MOTORISTS					
State	"Bodily Injury" and "Property Damage" Combined Single Limit	"Bodily Injury" Each "Accident"	"Bodily Injury" Each Person	Each "Accident"	"Property Damage" Each "Accident"
CT		\$ 1,000,000			
NJ	\$ 1,000,000				

UNDERINSURED MOTORISTS		LIMIT OF INSURANCE			
<i>(When Underinsured Motorists is a separate coverage)</i>					
State	"Bodily Injury" and "Property Damage" Combined Single Limit	"Bodily Injury" Each "Accident"	"Bodily Injury" Each Person	Each "Accident"	"Property Damage" Each "Accident"
CT		\$ 1,000,000			

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	Nonowned "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.
19	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.



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 costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (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 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.

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 ac-

cepted 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:

- (1) 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
- (2) 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 gov-

ernmental 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" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
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 receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

- 5. 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. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

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

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized



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

- b. Under 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

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";
- (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 ac-

cepted 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:

- (1) 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
- (2) 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; or
- 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.
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.

NEW YORK EMERGENCY VEHICLES – VOLUNTEER FIREFIGHTERS AND WORKERS INJURIES

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.

Liability Coverage is changed by adding the following exclusions:

VOLUNTEER FIREFIGHTERS

This insurance does not apply to:

1. "Bodily Injury" to any volunteer firefighter or other volunteer worker of the "insured" if sustained while such person is using or maintaining a covered "auto" or is otherwise engaged in other volunteer firefighting, rescue squad or ambulance corps operations of the "insured".

This exclusion applies only if you provide or are required to provide benefits for the worker under any workers' compensation or disability benefits law or under any similar law.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF BODILY INJURY DEFINITION

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

The following replaces the definition of "bodily injury" in the **DEFINITIONS** section:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES

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.

For a covered "auto" licensed or principally garaged in, or garage operations conducted in Connecticut, the policy is changed as follows:

A. CHANGES IN LIABILITY COVERAGE

1. The following is added to WHO IS AN INSURED:

If you are an individual, your "family member" is an "insured" while using any covered "auto" you own.

2. COVERAGE EXTENSIONS is amended as follows:

- a. Paragraph a.(2) of Supplementary Payments is replaced by the following:

(2) We will pay for the "insured" up to \$250 for cost of bail bonds (including bonds for related traffic law violations.) We do not have to furnish these bonds.

- b. Supplementary Payments is amended by the addition of the following:

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

(8) At your request we will issue (or arrange for the issuance of) a bond to release attachments. The amount of the bond will not exceed the limit of liability stated in the policy.

3. The FELLOW EMPLOYEE exclusion is replaced by the following:

"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, we will cover "bodily injury" caused by your "employee" to his fellow "employee".

4. The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" to a residence or private garage caused by a covered "auto" of the private passenger type.

B. CHANGES IN CONDITIONS

OTHER INSURANCE is changed as follows:

- a. If you are other than an "auto" dealer or repairer, LIABILITY COVERAGE applies to and is primary for any temporary substitute for an "auto" you own if the substitute "auto" is operated by an "insured" and owned by an "auto" dealer or repairer.
- b. If you are an "auto" dealer or repairer, LIABILITY COVERAGE is excess for an "auto" you own if operated by a customer to whom you have loaned the "auto".

C. CHANGES IN AUTO MEDICAL PAYMENTS COVERAGE

Exclusion C.8. does not apply.

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. 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".

2. The following is added to **Supplementary Payments**:

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

(8) The cost of appeal bonds.

3. 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.

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

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

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 amended by the addition of the following:

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:

"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.

- 5. 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";
- e. "Property damage" in any one "accident".

This provision will not change our total limit of insurance.

- 6. 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";
- 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.

- 7. 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 Physical Damage Coverage

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

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

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

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.

3. The following are added to **Physical Damage Coverage**:

The following provisions 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 be effective, except to the extent that this right is prescribed and limited by New York State Insurance Department Regulation No. 79 (11 NYCRR 67).

- (2) During the term of the Coverage Part, 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" insured with us for at least 12 months before the replacement date, we will provide the same coverage which applied to the replaced "auto" for 3 days beginning on the date you acquire the replacement "auto". We will also provide an additional day of coverage for each Saturday, Sunday or legal holiday falling within the 3 days. After 3 days, coverage will not apply until you notify us and request coverage for the "auto".

- (3) 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. However, we shall be entitled to the following:

- (1) A completed "Certification of Automobile Repairs" as prescribed by the New York State Insurance Department;
- (2) If the "auto" is repaired, an itemized repair invoice prepared by the "auto" repairer; and
- (3) An inspection of the "auto", whether or not the "auto" is repaired.

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.

C. 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;

(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:

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 non admission 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. 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.

5. The **Loss Payment** Condition is replaced by the following:

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.

6. 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.

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 are 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 Paragraphs 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 Paragraphs 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – PHYSICAL DAMAGE INSPECTION

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.

The following provisions are added to PHYSICAL DAMAGE COVERAGE and apply in place of any conflicting policy provision.

PHYSICAL DAMAGE COVERAGE for a covered "private passenger auto" licensed or principally garaged in New Jersey is changed as follows:

A. CHANGES IN PHYSICAL DAMAGE COVERAGE

Mandatory Inspection for Physical Damage Coverage

1. We have the right to inspect any "private passenger auto," including a non-owned "private passenger auto," insured or intended to be insured under this Coverage Form, before PHYSICAL DAMAGE COVERAGE shall be effective.
2. During the term of the policy, coverage for an additional or replacement "private passenger auto" shall not become effective until the "insured" notifies us and requests coverage for the "private passenger auto". However, if the "insured" replaces a "private passenger auto" insured with us for at least 12 months before the replacement date with a "private passenger auto" acquired during the policy period, we will provide the same coverage which applied to the replaced "private passenger auto" for 3 days beginning on the date the "insured" acquires the replacement "private passenger auto." We will also provide an additional day of coverage for each Saturday, Sunday or New Jersey State holiday falling within the 3 days. After 3 days, coverage will not apply until the "insured" notifies us

and requests coverage for the "private passenger auto."

3. When an inspection is required by us, the "insured" shall cooperate and make the "private passenger auto" available for the inspection.

B. CHANGES IN DEFINITIONS

As used in this endorsement:

"Private passenger auto" means a private passenger "auto" of a private passenger or station wagon type that is owned or hired and is neither used as a public or livery conveyance for passengers nor rented to others with a driver; and a motor vehicle with a pickup body, a delivery sedan, a van, or a panel truck or camper-type vehicle used for recreational purposes owned by an individual or by husband and wife who are residents of the same household, not customarily used in the occupation, profession or business of the "insured" other than farming or ranching. An "auto" owned by a farm family co-partnership or corporation, which is principally garaged on a farm or ranch and otherwise meets the definitions contained in this section, shall be considered a private passenger auto owned by two or more relatives resident in the same household.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES

For a covered "auto" licensed or principally garaged in New Jersey, 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 Who Is An Insured

Paragraph **1.b.(4)** of **Who Is An Insured** in the Business Auto, Motor Carrier and Truckers Coverage forms is replaced by the following:

- (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".

However, this paragraph does not apply for coverage up to the minimum financial responsibility limits specified in N.J.S.A. 39:6B-1.

B. Changes In Liability Coverage

Exclusion **11. Pollution** contained in Section II – Liability Coverage in the Business Auto, Motor Carrier and Truckers Coverage forms, is amended by the addition of the following:

This exclusion does not apply for coverage up to the minimum financial responsibility limits specified in N.J.S.A. 39:6B-1.

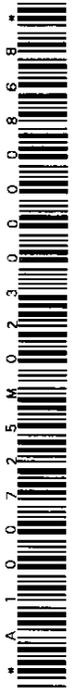
C. Changes In Conditions

The following is added to the **Loss Payment – Physical Damages Coverages** Condition in the Business Auto, Motor Carrier and Truckers Coverage forms and the **Loss Payment** Condition in the Business Auto Physical Damage Coverage Form:

If we pay the amount necessary to repair the stolen or damaged property, you have the option to use either:

- a. An "auto" repair facility with whom we have an arrangement; or
- b. An "auto" repair facility of your choice; in any repairs to the "auto".

If you choose to use an "auto" repair facility other than an "auto" repair facility with whom we have an arrangement, we will pay you in accordance with the terms and conditions, including price, provided by the "auto" repair facility with whom we have an arrangement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

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.

SCHEDULE

Insurance Company: PHOENIX INSURANCE COMPANY

Policy Number: BA-7C444755-14-PUB

Effective Date: 03-01-14

Expiration Date: 03-01-15

Named Insured: THE PORT AUTHORITY OF
NEW YORK & NEW JERSEY

Address: 225 PARK AVENUE SOUTH

NEW YORK

NY 10003

Additional Insured (Lessor): SEE CA T8 06

Address: .

NEW YORK

NY 10003

Designation or Description of Leased "Autos":

8

Coverages	Limit Of Insurance
Liability	\$ 5,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NEW JERSEY UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

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

SCHEDULE

Limit Of Insurance: \$ SEE CAT030

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle" or an "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or
 - b. A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Schedule or Declarations as:

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

- (1) An "insured" is not the individual named insured under this policy or any other policy;
- (2) That "insured" is insured as a "family member" under one or more other policies providing similar coverage; and
- (3) All such other policies have a limit of insurance for similar coverage which is less than the Limit of Insurance for this coverage;

then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable limit of insurance under any coverage form or policy providing coverage to that "insured" as a "family member".

However, Paragraphs **D.1.a.** and **D.1.b.** do not apply to "employees" of a business or corporate entity designated in the Schedule or Declarations as a named insured.

- 2. With respect to damages resulting from an "accident" involving an "uninsured motor vehicle", we will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
- 3. With respect to damages resulting from an "accident" involving an "underinsured motor vehicle", the Limit of Insurance shall be reduced by all sums paid by or for anyone who may be legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
- 4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form attached to this Coverage Part.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any personal injury protection benefits.

E. Changes In Conditions

The **Conditions** are changed for Uninsured and Underinsured Motorists Coverage as follows:

- 1. **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 are replaced by the following:

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

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

However, if an "insured" is:

- (1) An individual named insured under one or more policies providing similar coverage;
- (2) Not "occupying" a vehicle owned by that individual named insured; and
- (3) Not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a named insured.

then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage to that "insured" as an individual named insured.

However, if an "insured" is:

- (1) Insured as a "family member" under one or more policies providing similar coverage;
- (2) Not an individual named insured under this or any other policy; and
- (3) Not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a named insured.

then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage to that "insured" as a "family member".

- b. Any insurance we provide with respect to a vehicle:

- (1) The Named Insured does not own; or

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means damage to a covered "auto", or to any property of an "insured" while contained in a covered "auto".
2. "Family member" means a person related to an individual Named Insured by blood, marriage, or adoption who is a resident of such Named Insured's household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident";
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That, with respect to damages for "bodily injury" only, is a hit-and-run vehicle whose operator or owner cannot be identified and that hits, or causes an "accident" resulting in "bodily injury" without hitting:
 - (1) An individual Named Insured or any "family member";
 - (2) A vehicle that the Named Insured or any "family member", if the Named Insured is an individual, are "occupying"; or
 - (3) A covered "auto".
 - d. For which the only available coverage is a special automobile policy, as defined by New Jersey law.

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

- (1) Owned by or furnished or available for the regular use of the Named Insured or any "family member", if the Named Insured is an individual;
- (2) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- (3) Owned by any governmental unit or agency;

- (4) Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation;
- (5) Operated on rails or crawler treads;
- (6) Designed for use mainly off public roads while not on public roads; or
- (7) While located for use as a residence or premises.

5. "Underinsured motor vehicle" means the following:

- a. With respect to an "insured" who:

- (1) Is not the individual named insured under this policy;
- (2) Is an individual named insured under one or more other policies providing similar coverage; and
- (3) Is not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a named insured.

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident" but its limit of liability is less than the highest applicable limit of liability under any coverage form or policy providing coverage to that "insured" as an individual named insured.

- b. With respect to an "insured" who:

- (1) Is not the individual named insured under this policy or any other policy;
- (2) Is insured as a "family member" under one or more other policies providing similar coverage; and
- (3) Is not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a named insured.

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident" but its limit for liability is less than the highest applicable limit of liability under any coverage form or policy providing coverage to that "insured" as a "family member".

- c. With respect to any other "insured" who is not described in Paragraph a. or b. above, "underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy

COMMERCIAL AUTO

applies at the time of an "accident" but its limit of liability is less than the Limit of Insurance for this Coverage.

However, an "underinsured motor vehicle" does not include any vehicle:

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law;
- (2) Owned by any governmental unit or agency;
- (3) Operated on rails or crawler treads;
- (4) Designed for use mainly off public roads while not on public roads; or
- (5) While located for use as a residence or premises.
- (6) Owned by or furnished or available for the regular use of the Named Insured or, if the Named Insured is an individual, any "family member".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged, or "garage operations" conducted in, Connecticut, 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.

SCHEDULE

Limit Of Insurance

Uninsured Motorists Coverage	\$ SEE CAT030	Each "Accident"
Underinsured Motorists Coverage	\$ SEE CAT030	Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If indicated by an "X" in the box to the left or in the Declarations, Underinsured Motorists Conversion Coverage applies.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
 2. We will pay only after all liability bonds or policies have been exhausted by judgments or payments.
 3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.
- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

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

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a set-

tlement made with the insurer of an "underinsured motor vehicle".

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. Punitive or exemplary damages.
7. "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 au-

thority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Or Underinsured Motorists Coverage shown in the Schedule or Declarations.

The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

2. The Limit of Insurance shall be reduced by:
 - a. All sums paid or payable under any workers' compensation or similar law.
 - b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part.

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

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

E. Changes In Conditions

The conditions are changed for Connecticut Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** is replaced by the following:

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



- a. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary, secondary or excess basis.
- b. Subject to Paragraph 1.a. above, with respect to "bodily injury" to an "insured" while:
 - (1) "Occupying" a vehicle owned by that "insured", only the Uninsured/Underinsured Motorists Coverage applicable to that vehicle will apply, and no other policies or provisions of coverage will apply.
 - (2) "Occupying" a vehicle not owned by that "insured", or while not "occupying" any vehicle, the following priorities of recovery apply:

- FIRST** The Uninsured/Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
- SECOND** Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as an individual Named Insured.
- THIRD** Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as a "family member".

- c. With respect to the second and third priorities, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Legal Action Against Us is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

- b. Any legal action against us under this Coverage Form must be brought within three years after the date of the "accident".
- c. Paragraph 3.b. above of this condition does not apply if, within three years after the date of the "accident", we and the "insured" agree to arbitration in accordance with the provisions of this Coverage Form.

4. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

- a. With respect to damages caused by an "accident" with an "uninsured motor vehicle":

- (1) If any person or organization has rights to recover damages from another, that person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

- (2) 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.

- (3) If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

- b. With respect to damages caused by an "accident" with an "underinsured" motor vehicle, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.

5. The following condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle", or do not agree as to the amount of damages, then the matter may be arbitrated. Both parties must

agree to arbitration. If the amount of damages the "insured" demands is \$40,000 or less, both parties will select a single arbitrator. Each party will pay the expenses it incurs and bear the expenses of the arbitrator equally. If the amount of damages the "insured" demands is more than \$40,000, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by the arbitrator(s) will be binding.

F. Underinsured Motorists Conversion Coverage

If the Schedule or Declarations indicate that Underinsured Motorists Conversion Coverage applies, the following provisions apply:

- 1. The definition of "underinsured motor vehicle" is replaced by the following:

"Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all payments received by or on behalf of the "insured", from or on behalf of anyone who is legally responsible, is less than the fair, just and reasonable damages of the "insured".
- 2. With respect to coverage provided under the above definition of "underinsured motor vehicle", Paragraph 2. of the Limit Of Insurance Provision does not apply.

G. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. To which no bodily injury liability bond or policy applies at the time of the "accident".
- b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
 - (1) Hit an "insured", a covered "auto" or a vehicle the "insured" is "occupying"; or
 - (2) Cause "bodily injury" to the "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of the evidence that the "bodily injury" resulted from the negligence of an unidentified motorist.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - b. Owned by a governmental unit or agency; or
 - c. Designed for use mainly off public roads while not on public roads.
4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all bodily injury liability bonds or policies applicable at the time of the "accident" is less than the Limit of Insurance of this coverage.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
- b. Owned by a governmental unit or agency;
- c. Designed for use mainly off public roads while not on public roads; or
- d. For which an insuring or bonding company denies coverage or is or becomes insolvent.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INDIVIDUALS – BROADENED PERSONAL INJURY PROTECTION COVERAGE

This endorsement modifies insurance provided under the following:

PERSONAL INJURY PROTECTION ENDORSEMENT

An individual named in the Schedule of this endorsement shall be considered a “named insured” for the personal injury protection coverage provided for the state shown in the Schedule.

SCHEDULE

Name of Individual	State	Premium
SEE CA T8 04	NJ	\$ 2
.		2
.		2
SEE CA T8 04		2
	NY	

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

treatments and services, hospital expenses, ambulance or transportation services, medication and non-medical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Non-medical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

b. Income Continuation Benefits

An amount not exceeding a limit of \$100 per week and a total limit of \$5,200 payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability, not to exceed net "income" normally earned during the period in which benefits are payable.

c. Essential Services Benefits

An amount not exceeding a limit of \$12 per day and a total limit of \$4,380 payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance

of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

d. Death Benefits

The amount or amounts payable in the event of the death of an "eligible injured person" as determined below:

- (1) If the "eligible injured person" was an "income producer" at the time of the "accident", an amount equal to the difference between \$5,200 and all basic income continuation benefits paid for any loss of "income" resulting from his or her injury prior to his or her death;
- (2) If the "eligible injured person" ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between \$4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

e. Funeral Expense Benefits

An amount not exceeding \$1,000 for reasonable funeral, burial and cremation expenses incurred.

2. Extended Medical Expense Benefits

We will pay extended medical expense benefits for "bodily injury" sustained by an "insured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading and unloading, of a "highway vehicle" not owned by or furnished or available for the regular use of the "named insured" or any "family member".

Subject to the limits shown in the Schedule or Declarations, Extended Medical Expense Benefits consist of the following:

Reasonable expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and non-medical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Coverage by New Jersey law or regulation.

- k. For the following "diagnostic tests" when used to treat temporomandibular joint disorder (TMJ/D):
 - (1) Doppler ultrasound;
 - (2) Electroencephalogram (EEG);
 - (3) Needle electromyography (needle EMG);
 - (4) Sonography;
 - (5) Thermograms/thermographs; or
 - (6) Videofluoroscopy.

2. Extended Medical Expense Benefits

The exclusions that apply to Personal Injury Protection also apply to Extended Medical Expense Benefits. In addition, the following exclusions are added to Extended Medical Expense Benefits:

- a. We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who is entitled to benefits for the "bodily injury" under:
 - (1) Personal Injury Protection Coverage; or
 - (2) Any:
 - (a) Workers' compensation law; or
 - (b) Medicare provided under federal law.
- b. We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who would be entitled to benefits for the "bodily injury" under Personal Injury Protection Coverage, except for the application of a:
 - (1) Deductible;
 - (2) Co-payment; or
 - (3) Medical fee schedule promulgated by the New Jersey Department of Banking and Insurance.

C. Limit Of Insurance

- 1. Any amount payable by us as Personal Injury Protection benefits for "bodily injury" shall be reduced by:
 - a. All amounts paid, payable or required to be provided under any workers' compensation or employees' temporary disability law.

- b. Medicare provided under federal law.
 - c. Benefits actually collected that are provided under federal law to active and retired military personnel.
- 2. Any amount payable by us as medical expense benefits will be limited by medical fee schedules, as promulgated by the New Jersey Department of Banking and Insurance for specific injuries or services.
 - 3. Any amounts payable for medical expense benefits as the result of any one "accident" shall be:
 - a. Reduced by the applicable deductible indicated in the Schedule or in the Declarations; and
 - b. Subject to the co-payment of 20% for the amount between the applicable deductible and \$5,000.
 - 4. The applicable limit of income continuation benefits applies separately to each full regular and customary work week of an "eligible injured person". If this disability from work or employment consists of or includes only a part of such a week, we shall be liable for only that proportion of such weekly limit that the number of days lost from work or employment during the partial week bears to the number of days in his or her full work week.
 - 5. If the Schedule or Declarations indicates that the "named insured" has elected the Medical Expense Benefits As Secondary Option, the following provisions apply to medical expense benefits:

a. Priority Of Benefits

- (1) The health benefits plans under which the "named insured" and any "family member" are insured shall provide primary coverage for "allowable expenses" incurred by the "named insured" and any "family member" before any medical expense benefits are paid by us.
- (2) This insurance shall provide secondary coverage for medical expense benefits for "allowable expenses", which remained uncovered.
- (3) The total benefits paid by the health benefits plans and this insurance shall not exceed the total amount of "allowable expenses".

b. Determination Of Medical Expense Benefits Payable

- (1) To calculate the amount of "actual benefits" to be paid by us, we will first determine the amount of "eligible expenses" which would have been paid by us, after application of the deductible and co-payment indicated in the Schedule or Declarations, had the "named insured" not elected the Medical Expense Benefits As Secondary Coverage Option.
- (2) If the remaining "allowable expenses" are:
 - (a) Less than the benefits calculated in Paragraph (1) above, we will pay "actual benefits" equal to the remaining "allowable expenses", without reducing the remaining "allowable expenses" by the deductible or co-payment.
 - (b) Greater than the benefits calculated in Paragraph (1) above, we will pay "actual benefits" equal to the benefits calculated in Paragraph 1. above, without reducing the remaining "allowable expenses" by the deductible or co-payment.
- (3) We will not reduce the "actual benefits" determined in Paragraph 2.:
 - (a) By any deductibles or co-payments of the health benefits plans which have provided primary coverage for medical expense benefits; or
 - (b) For any "allowable expense" remaining uncovered which otherwise would not be an "eligible expense" under Personal Injury Protection Coverage, except as set forth in Paragraph (4) below.
- (4) In determining remaining uncovered "allowable expenses", we shall not consider any amount for items of expense which exceed the dollar or percent amounts recognized by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance.
- (5) The total amount of medical expense benefits for the "named insured" or

any "family member" per "accident" shall not exceed the maximum amount payable for medical expense benefits under this policy.

c. Health Benefits Plan Ineligibility

- (1) If, after the "named insured" has elected the Medical Expense Benefits As Secondary Coverage Option, it is determined that the "named insured" or any "family member" did not have a health benefits plan in effect at the time an "accident" occurred which resulted in "bodily injury" to the "named insured" or any "family member", medical expense benefits shall be provided to the "named insured" or any "family member", subject to the following:
 - (a) Only Paragraph 1. of the Limit of Insurance Provision will apply with respect to medical expense benefits.
 - (b) Any amount payable for medical expense benefits for the "named insured" and any "family member" as a result of any one "accident" shall:
 - (1) Be reduced by a deductible equal to the sum of \$750 plus the applicable deductible indicated in the Schedule or in the Declarations; and
 - (2) Be subject to a co-payment of 20% for amounts less than \$5,000 after the deductible has been applied.
 - (3) Be determined:
 - (i) By the medical fee schedules promulgated by the New Jersey Department of Insurance; or
 - (ii) By us, on a reasonable basis, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, if an item of expense is not included on the medical fee schedules.



- (4) Not exceed the maximum amount payable for medical expense benefits under this policy.
- (2) All items of medical expense incurred by the "named insured" or any "family member" for the treatment of "bodily injury" shall be "eligible expenses" to the extent the treatment or procedure from which the expenses arose:
 - (a) Is recognized on the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or
 - (b) Are reasonable expenses in accordance with Section 4 of the New Jersey Reparation Reform Act.
- (3) We shall be entitled to recover the difference between:
 - (a) The reduced premium paid under this policy for the Medical Expense Benefits As Secondary Option; and
 - (b) The premium which would have been paid under this policy had the "named insured" not elected such option.

We will not provide any premium reduction for the Medical Expense Benefits As Secondary Option for the remainder of the policy period.

- 6. The limit of insurance shown in the Schedule or Declarations for weekly income continuation benefits shall be prorated for any period of "bodily injury" disability less than one week.

D. Changes In Conditions

- 1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is amended by the addition of the following:
 - a. If an "eligible injured person", "insured person" or the legal representative or survivors of either institutes legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

- b. The "eligible injured person", "insured person" or someone on their behalf must promptly give us written proof of claim including:
 - (1) Full particulars of the nature and extent of the "bodily injury"; and
 - (2) Such other information that will help us determine the amount due and payable.
- c. The "eligible injured person" or "insured person" must submit to physical examination by physicians when and as often as we reasonably require and a copy of the medical report will be forwarded to such "eligible injured person" or "insured person" if requested.
- d. In the event of "accident", claim, "suit" or "loss", if the notice, proof of claim or other reasonably obtainable information regarding the accident is received by us more than 30 days after the accident, we may impose an additional medical expense benefits co-payment in accordance with New Jersey law or regulation. This copayment shall be in addition to:
 - (1) Any medical expense benefits deductible or co-payment; or
 - (2) Any penalty imposed in accordance with our Decision Point Review Plan.

- 2. The **Policy Period, Coverage Territory** Condition for Personal Injury Protection and Extended Medical Expense Benefits, is replaced by the following:

This coverage part applies only to "accidents" which occur during the policy period anywhere in the world.

- 3. For Extended Medical Expense Benefits, the **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

- 4. The following **Reimbursement And Trust** Condition is added:

Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, if we make any payment to any "eligible injured person" or "insured person" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the

amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.

5. The following **Payment Of Personal Injury Protection Benefits** Conditions are added:

- a. Medical expense benefits and essential services benefits may be paid at our option to the "eligible injured person", "insured person" or the person or organization furnishing the products or services for which such benefits are due. These benefits shall not be assignable except to providers of service benefits. Any such assignment is not enforceable unless the provider of service benefits agrees to be subject to the requirements of our Decision Point Review Plan. In the event of the death of an "eligible injured person" or "insured person" any amounts payable, but unpaid prior to death, for medical expense benefits are payable to the "eligible injured person's" or "insured person's" estate.
- b. Benefits payable under Paragraph **A.1.d.(1)** of the description of death benefits are payable to the "eligible injured person's" surviving spouse, or if there is no surviving spouse, to his or her surviving children, or if there is not a surviving spouse or any surviving children, to the "eligible injured person's" estate.
- c. Benefits payable under Paragraph **A.1.d.(2)** of the description of death benefits are payable to the person who has incurred the expense of providing essential services.
- d. Funeral expense benefits are payable to the "eligible injured person's" or "insured person's" estate.

6. The following **Deletion Of Benefits Other Than Medical Expenses Option** Condition is added:

When the Schedule or the Declarations indicate that the Deletion Of Benefits Other Than Medical Expenses Option applies, we will pay personal injury protection benefits consisting only of medical expense benefits for the "named insured" and "family members".

7. The following **Employee Benefits Reimbursement** Condition is added:

If the "eligible injured person" or "insured person" fails to apply for workers' compensation benefits or employees' temporary disability benefits for which that person is eligible, we may immediately apply to the provider of these benefits for reimbursement of any personal injury protection benefits that we have paid.

8. The following **Proof Of Health Benefits Plan Coverage** Condition is added:

If the "named insured" has elected the Medical Expense Benefits As Secondary Option, the "named insured" shall provide proof that the "named insured" and "family members" are insured by health insurance coverage or benefits in a manner and to an extent approved by the New Jersey Department of Banking and Insurance.

9. The following **Special Requirements For Medical Expenses** Conditions are added:

a. **Care Paths For "Identified Injuries" (Medical Protocols)**

- (1) The New Jersey Department of Banking and Insurance has established by regulation the standard courses of medically necessary diagnosis and treatment for "identified injuries". These courses of diagnosis and treatments are known as care paths.

The care paths do not apply to treatment administered during "emergency care".

- (2) Upon notification to us of a "bodily injury" covered under this policy, we will advise the "insured" of the care path requirements established by the New Jersey Department of Banking and Insurance.
- (3) Where the care paths indicate a decision point, further treatment or the administration of a diagnostic test is subject to our Decision Point Review Plan.

A decision point means the juncture in treatment where a determination must be made about the continuation or choice of further treatment of an "identified injury".



b. Coverage For "Diagnostic Tests"

- (1) In addition to the care path requirements for an "identified injury", the administration of any of the following "diagnostic tests" is also subject to the requirements of our Decision Point Review Plan:
 - (a) Brain audio evoked potential (BAEP);
 - (b) Brain evoked potential (BEP);
 - (c) Computer assisted tomographic studies (CT, CAT Scan);
 - (d) Dynatron/cyber station/cybex;
 - (e) H-reflex Study;
 - (f) Magnetic resonance imaging (MRI);
 - (g) Nerve conduction velocity (NCV);
 - (h) Somasensory evoked potential (SSEP);
 - (i) Sonogram/ultrasound;
 - (j) Visual evoked potential (VEP);
 - (k) Any of the following "diagnostic tests" when not otherwise excluded under Exclusion j.:
 - (i) Brain mapping;
 - (ii) Doppler ultrasound;
 - (iii) Electroencephalogram (EEG);
 - (iv) Needle electromyography (needle EMG);
 - (v) Sonography;
 - (vi) Thermography/thermograms;
 - (vii) Videofluoroscopy; or
 - (l) Any other "diagnostic test" that is subject to the requirements of our Decision Point Review Plan by New Jersey law or regulation.
- (2) The "diagnostic tests" listed under Paragraph (1)(a) must be administered in accordance with New Jersey Department of Banking and Insurance regulations which set forth the requirements for the use of "diagnostic tests" in evaluating injuries sustained in "auto" "accidents".

However, those requirements do not apply to "diagnostic tests" administered during "emergency care".

- (3) We will pay for other "diagnostic tests" that are:
 - (a) Not subject to our Decision Point Review Plan; and
 - (b) Not specifically excluded under Exclusion j.; only if administered in accordance with the criteria for medical expenses as provided in this endorsement.

c. Decision Point Review Plan

- (1) Coverage for certain medical expenses under this endorsement is subject to our Decision Point Review Plan, which provides appropriate notice and procedural requirements that must be adhered to in accordance with New Jersey law or regulation. We will provide a copy of this plan upon request, or in the event of any claim for medical expenses under this coverage.
- (2) Our Decision Point Review Plan includes the following minimum requirements as prescribed by New Jersey law or regulation:
 - (a) The requirements of the Decision Point Review Plan only apply after the tenth day following the "accident".
 - (b) We must be provided prior notice as indicated in our plan, with appropriate "clinically supported" findings, that additional treatment for an "identified injury", the administration of a "diagnostic test" listed under Paragraph (1)(a) or the use of durable medical equipment is required.
The notice and "clinically supported" findings may include a comprehensive treatment plan for additional treatment.
- (3) Once we receive such notice with the appropriate "clinically supported" findings, we will, in accordance with our plan:
 - (a) Promptly review the notice and supporting materials; and

(b) If required as part of our review, request any additional medical records or schedule a physical examination.

(4) We will then determine and notify the "eligible injured person" or the "insured person" whether we will provide coverage for the additional treatment, "diagnostic test" or use of durable medical equipment as indicated in our plan and within the applicable three business day requirements specified in New Jersey Department of Banking and Insurance regulations.

Any determination we make will be based on the determination of a physician. If the physician prepares a written report concerning the examination we have required, such report will be made available to the "eligible injured person" upon request.

(5) Any physical examination of an "eligible injured person" or "insured person" scheduled by us will be conducted in accordance with our plan.

(6) We may deny reimbursement of further treatment, testing or use of durable medical equipment for repeated unexcused failure of an "eligible injured person" or "insured person" to appear for a physical scheduled examination required by us in accordance with our plan.

(7) A penalty will be imposed in accordance with our plan if:

(a) We do not receive proper notice and "clinically supported" findings; or

(b) Any "eligible injured person" or "insured person" fails to use a network in accordance with N.J.A.C. 11:3-4.8.

(c) We do not receive proper notice for treatment, "diagnostic tests" or durable medical equipment in accordance with the requirements of our Decision Point Review Plan.

However, no penalty will be imposed where the proper notice or findings were received by us and we thereaf-

ter failed to act in accordance with our plan to request further information, modify or deny reimbursement of further treatment, "diagnostic tests" or the use of durable medical equipment with respect to that notice or those findings.

d. Dispute Resolution

If we and any person seeking Personal Injury Protection Coverage do not agree as to the recovery of Personal Injury Protection Coverage under this endorsement, then the matter may be submitted to dispute resolution, on the initiative of any party to the dispute, in accordance with New Jersey law or regulation.

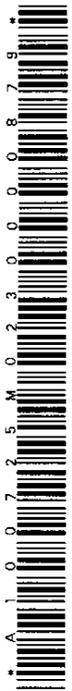
Any request for dispute resolution may include a request for review by a medical review organization.

5. The following condition is added for **Personal Injury Protection**:

COORDINATION AND NON-DUPLICATION

a. Regardless of the number of "autos" insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act or the number of insurers or policies providing such coverage, there shall be no duplication of payment of basic personal injury protection benefits and the aggregate maximum amount payable under this and all applicable policies with respect to "bodily injury" to any one person as the result of any one "accident" shall not exceed the applicable amounts or limits specified in Section 4 of said Act.

b. If an "eligible injured person" under this coverage is also an "eligible injured person" under other complying policies, the insurer paying benefits to such person shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid. The pro rata share is the proportion that the insurer's liability bears to the total of all applicable limits. Complying Policy means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic personal injury protection coverage as



approved by the Commissioner of Insurance.

6. The following condition is added for **Personal Injury Protection** and **Extended Medical Expense Benefits**:

MEDICAL PAYMENTS DELETION

In consideration of the Coverage provided for Personal Injury Protection and Extended Medical Expense Benefits in Paragraphs **A.1.** and **A.2.** of this endorsement, and the adjustment of applicable rates because of "bodily injury" to an "eligible injured person", any auto medical payments coverage provided under the coverage part is deleted with respect to an "auto" which is a covered "auto".

E. Definitions

The **Definitions** Section is amended as follows:

1. The definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily harm, sickness or disease, including an "identified injury" or death that results.

2. The following definitions are added for **Personal Injury Protection** and **Extended Medical Expense Benefits**:

a. "Actual benefits" means those benefits determined to be payable for "allowable expenses".

b. "Allowable expense" means a medically necessary, reasonable and customary item of expense covered as benefits by the "named insured's" or "family member's" health benefits plan or personal injury protection benefits as an "eligible expense", at least in part. When benefits provided are in the form of services, the reasonable monetary value of each such service shall be considered as both an "allowable expense" and a paid benefit.

c. "Clinically supported" means that a "health care provider", prior to selecting, performing or ordering the administration of a treatment or "diagnostics test", has:

(1) Physically examined the "eligible injured person" or "insured person" to ensure that the proper medical indications exist to justify ordering the treatment or test;

(2) Made an assessment of any current and/or historical subjective com-

plaints, observations, objective findings, neurologic indications, and physical tests;

(3) Considered any and all previously performed tests that relate to the injury and the results and which are relevant to the proposed treatment or test; and

(4) Recorded and documented these observations, positive and negative findings and conclusions on the "insureds" medical records.

d. "Diagnostic test(s)" means a medical service or procedure utilizing any means other than bioanalysis, intended to assist in establishing a:

(1) Medical;

(2) Dental;

(3) Physical therapy;

(4) Chiropractic; or

(5) Psychological diagnosis;

for the purpose of recommending or developing a course of treatment for the tested patient to be implemented by the treating practitioner or by the consultant.

e. "Eligible expense" means:

(1) In the case of health benefits plans, that portion of the medical expenses incurred for the treatment of "bodily injury" which is covered under the terms and conditions of the plan, without application of the deductible(s) and co-payment(s), if any.

(2) In the case of personal injury protection benefits, that portion of the medical expenses incurred for the treatment of "bodily injury" which, without considering any deductible and co-payment, shall not exceed:

(a) The percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or

(b) The reasonable amount, as determined by us, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, when an incurred medical expense is not in-

l. "Named insured" means the person or organization named in Item One of the Declarations and, if an individual, includes his or her spouse if the spouse is a resident of the household of the "named insured", except that if the spouse ceases to be a resident of the same household, the spouse shall be a "named insured" for the full term of the policy in effect at the time of cessation of residency. If the covered "auto" is owned by a farm family co-partnership or corporation, the term "named insured" also includes the head of the household of each family designated in the policy as having a working interest in the farm.

m. "Pedestrian" means the "Named Insured" and, if the "Named Insured" is an individual, any "family member" who is not occupying, using, entering into, or alighting from a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks.

n. "Private passenger auto" means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:

- (1) A private passenger or station wagon type auto;
- (2) A van, a pickup or panel truck or delivery sedan; or
- (3) A utility auto designed for personal use as a camper or motor home or for family recreational purposes.

A "private passenger auto" does not include:

- (a) A motorcycle;
- (b) An auto used as a public or livery conveyance for passengers;
- (c) A pickup or panel truck, delivery sedan or utility auto customarily used in the occupation, profession or business of an "insured" other than farming or ranching; or
- (d) A utility auto customarily used for the transportation of passengers other than members of the user's family or their guests.

3. The following definition is added to the **Definitions** Section for **Personal Injury Protection**:

"Eligible injured person" means:

a. The "named insured" and, if the "named insured" is an individual, any "family member", if the "named insured" or the "family member" sustains "bodily injury":

- (1) As a result of any "accident" while occupying, using, entering into or alighting from a "private passenger auto"; or
- (2) While a "pedestrian", caused by a "private passenger auto" or by an object propelled by or from a "private passenger auto".

b. Any other person who sustains "bodily injury" while, with your permission, that person is occupying, using, entering into or alighting from the covered "auto".

4. The following are added to the **Definitions** Section for **Extended Medical Expense Benefits**:

a. "Highway vehicle" means a land motor vehicle or trailer other than:

- (1) A "private passenger auto";
- (2) A farm type tractor or other equipment designed for use principally off public roads, while not upon public roads;
- (3) A vehicle operated on rails or crawler-treads; or
- (4) A vehicle while located for use as a residence or premises.

b. "Insured person" means:

(1) The "named insured" and, if the "named insured" is an individual, any "family member" of the "named insured", if the "named insured" or "family member" sustains "bodily injury":

- (a) While occupying, using, entering into or alighting from a "highway vehicle"; or
- (b) While a "pedestrian", caused by a "highway vehicle".

(2) Any other person who sustains "bodily injury" while occupying a "highway vehicle" (other than a motorcycle or a vehicle while being used as a public or livery conveyance) if such "highway vehicle" is being operated by the "named insured" and, if the "named

insured" is an individual, a "family member", or any other person using such "highway vehicle" with the permission of the "named insured"; or

- (3) Any other person who sustains "bodily injury" occupying a covered "auto" if the covered "auto" is being oper-

ated by the "named insured" and, if the "named insured" is an individual, a "family member", or any other person using the covered "auto" with the permission of the "named insured".



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

- (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 Insurance.

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 Insurance, 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 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 by physical contact with the 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.

- 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

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 Insur-

ance 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.

DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUALS

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.

SCHEDULE

LIMITS Liability \$ Limits of Insurance as
 Auto Medical Payments \$ stated in Item Two of
 Uninsured Motorists \$ the applicable Coverage
 Underinsured Motorists \$ Part Declarations

Name of Individual	Liability Premium	Auto Medical Payments Premium	Uninsured Motorists Premium	Underinsured Motorists Premium	Physical Damage Comp. Premium	Coll. Premium
SEE CA T8 05	\$ 153	\$	\$ 10	\$ INCL UM	\$	\$
.	153		10	INCL UM		
.	153		10	INCL UM		
.	153		10	INCL UM		
.	153		10	INCL UM		
.	153		10	INCL UM		
.	153		10	INCL UM		
.	153		10	INCL UM		
.	153		10	INCL UM		
.	153		10	INCL UM		

Note – When uninsured motorists is provided at limits higher than the basic limits required by a financial responsibility law, underinsured motorists is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

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

A. This endorsement changes only those coverages where a premium is shown in the Schedule.

B. Changes In Liability Coverage

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured**:

Any individual named in the Schedule and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

- 1. Any "auto" owned by that individual or by any member of his or her household.
- 2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. Additional Definition

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY—TORT THRESHOLD OPTIONS

This endorsement modifies insurance provided under the following:

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

The premium for this Coverage Form is based on rates which reflect the tort threshold option indicated below:

Lawsuit (Verbal) Threshold

No Threshold

- 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 no-

tice 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 at least:
 - a. 20 days' notice if we cancel for any reason not included in Paragraph b. below.
 - b. 15 days' notice if we cancel for any of the following reasons:
 - (1) Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - (2) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (3) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
 - (4) 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;
 - (5) 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 stan-

dards 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;

- (6) 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;
- (7) 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;
- (8) 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 Insurance Department, 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 Insurance Department; or
- (9) 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.

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 in Paragraph 2.b. above, provided:

- a. We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and
- b. If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.

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:



COMMERCIAL AUTO

- 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.

AMENDED TITLE – AUTO COVERAGE PARTS

This endorsement modifies all endorsements in this policy.

Whenever the term "COMMERCIAL AUTO COVERAGE PART" is used to indicate a type of insurance an endorsement modifies, it is changed to:

COMMERCIAL AUTO – ALL COVERAGE PARTS



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following replaces the **LOSS PAYABLE CLAUSE** in the **BUSINESS AUTO COVERAGE PART DECLARATIONS: LOSS PAYABLE CLAUSE**

- A.** We will pay you and the loss payee on file with us for "loss" to a covered "auto", as interest may appear.
- B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.
Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D.** If we make any payment to the loss payee, we will obtain their rights against any other party.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 04 03 14

POLICY NUMBER BA-7C444755-14-PUB

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

BROADENED PIP CA 22 01 01 87

IT IS AGREED THAT:

NJ BROADENED PIP NAME OF INDIVIDUALS:

KAREN EASTMEN
MICHAEL FEDORKO
DEBORAH GRAMICCIONI
MARY LEE HANNELL
STEPHEN KINGSBERRY
DANNIEL MCCARRON
MICHAEL NESTOR
STEVEN PLATE
ROBERT SUDMAN
ROBERT VAN ETEN

NY BROADENED PIP NAME OF INDIVIDUALS:

THOMAS BELFIORE
DARRELL BUCHBINDER
STEPHANIE DAWSON
JOSEPH DUNNE
HOWARD FISHER
MICHAEL MASSIAH
LILLIAN VALENTI

EFFECTIVE DATE 03-01-14 EXPIRATION DATE 03-01-15
PAGE 0001 DATE OF ISSUE 03-18-14

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 05 03 14

POLICY NUMBER BA-7C444755-14-PUB

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

DRIVE OTHER CAR CA 99 10 09 02

IT IS AGREED THAT:

NAMED INDIVIDUALS:
THOMAS BELFIORE
DARRELL BUCHBINDER
STEPHANIE DAWSON
JOSEPH DUNNE
KAREN EASTMAN
MICHAEL FEDORKO
HOWARD FISHER
MICHAEL FRANCOIS
CEDRICK FULTON
DEBORAH GRAMICCIONI
MARY LEE HANNELL
STEPHEN KINGSBERRY
RICHARD LARRABEE
MICHAEL MASSIAH
DANIEL MCCARRON
MICHAEL NESTOR
STEVEN PLATE
ROBERT SUDMAN
LILLIAN VALENTI
ROBERT VAN ETTEN
PETER ZIPF
GERALD MCCRTY

EFFECTIVE DATE 03-01-14 EXPIRATION DATE 03-01-15
PAGE 0001 DATE OF ISSUE 03-18-14

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 06 03 14

POLICY NUMBER BA-7C444755-14-PUB

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

CA2001 LESSOR ADD INS & LOSS PAYEE

IT IS AGREED THAT:

ENDORSEMENT CA 20 01 03 06 IS AMENDED TO SHOW THE FOLLOWING FOR ADDITIONAL INSURED (LESSOR): ANY LESSOR UNDER A LEASING CONTRACT OR AGREEMENT OF SIX MONTHS OR MORE THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

ENDORSEMENT CA 20 01 03 06 IS ALSO AMENDED TO SHOW THE FOLLOWING UNDER DESIGNATION OR DESCRIPTION OF VEHICLES: ANY AUTO LEASED FOR A PERIOD OF SIX MONTHS OR MORE UNDER A LEASING CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.



EFFECTIVE DATE 03-01-14 EXPIRATION DATE 03-01-15
PAGE 0001 DATE OF ISSUE 03-18-14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC ENTITY AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. ELECTED OR APPOINTED OFFICIALS AND MEMBERS OF YOUR BOARDS B. OWNERS OF COMMANDEERED AUTOS C. VOLUNTEER OR EMPLOYEE FIREFIGHTERS D. BAIL BONDS – INCREASED LIMIT E. INSURED'S EXPENSES – INCREASED LIMIT F. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT G. EXPECTED OR INTENDED INJURY H. TRANSIT RODEO I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> J. AIRBAGS K. PERSONAL EFFECTS L. VOLUNTEER OR EMPLOYEE FIREFIGHTER AUTO DEDUCTIBLE REIMBURSEMENT M. FIRE TRUCKS N. CUSTOMIZED EQUIPMENT O. WAIVER OF DEDUCTIBLE – GLASS P. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS Q. BLANKET WAIVER OF SUBROGATION R. UNINTENTIONAL ERRORS OR OMISSIONS S. PUBLIC ENTITY MOBILE EQUIPMENT |
|---|---|

PROVISIONS

A. ELECTED OR APPOINTED OFFICIALS AND MEMBERS OF YOUR BOARDS

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any of your lawfully elected or appointed officials, directors or executive officers or any member of your boards is an "insured" while using a covered "auto" in the course of his or her duties for you at the time of an "accident".

B. OWNERS OF COMMANDEERED AUTOS

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

The owner of a commandeered "auto" is an "insured" while the commandeered "auto" is in your temporary care, custody or control.

2. The following is added to **SECTION V – DEFINITIONS**:

"Commandeered Auto" means any "auto" that you commandeer, or take without permission, for the purpose of performing emergency operations.

C. VOLUNTEER OR EMPLOYEE FIREFIGHTERS

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any of your volunteer or "employee" firefighters is an "insured" while:

- (1) Using a covered "auto" that you do not own, hire or borrow;
- (2) Responding to or returning directly from the site of a fire department emergency; and
- (3) Acting on your behalf in the course of his or her firefighter's duties.

D. BAIL BONDS – INCREASED LIMIT

The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 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.

E. INSURED'S EXPENSES – INCREASED LIMIT

The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

G. EXPECTED OR INTENDED INJURY

The following is added to Exclusion **1.**, **Expected Or Intended Injury**, in Paragraph **B.**, of **SECTION II – LIABILITY COVERAGE**:

This exclusion does not apply when the "insured" is protecting any person or property.

H. TRANSIT RODEO

- 1. The following is added to Exclusion **13.**, **Racing**, in Paragraph **B.**, of **SECTION II – LIABILITY COVERAGE**:

This exclusion does not apply to any "transit rodeo".

- 2. The following is added to Exclusion **2.** in Paragraph **B.**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

This exclusion does not apply to any "transit rodeo".

- 3. The following is added to **SECTION V – DEFINITIONS**:

"Transit rodeo" means a driver course event for transit operators that is authorized by you.

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

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

J. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

K. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects Coverage.

L. VOLUNTEER OR EMPLOYEE FIREFIGHTER AUTO DEDUCTIBLE REIMBURSEMENT

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will reimburse a volunteer or "employee" firefighter up to \$500 for a deductible when:

- 1. Using an "auto" that you don't own, hire or borrow; and
- 2. Responding to or returning directly from the site of a fire department emergency; and
- 3. Acting on your behalf in the course of his or her duties as a firefighter.



M. FIRE TRUCKS

The following is added to Exclusion 3. in Paragraph B., of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

This freezing exclusion does not apply to freezing of fire truck equipment other than the fire truck's engine and audio, visual or data electronic equipment. But this exception to the freezing exclusion does not apply if the "loss" results from a failure to properly maintain the equipment.

N. CUSTOMIZED EQUIPMENT

1. The following is added to Exclusion 4. in Paragraph B., of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusions 4.b., 4.c. and 4.d. do not apply to your covered "emergency vehicle" or your covered "public transportation auto".

2. The following is added to **B. Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will not pay for "loss" to "software" or "data" of any audio, visual or data electronic equipment.

3. The following is added to Paragraph B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The Auto Physical Damage Coverage provided by this Coverage Form is excess over any other collectible insurance for audio, visual or data electronic devices, whether that insurance is provided by another insurer or another policy with us or our member companies.

4. The following is added to the definition of "auto" in **SECTION V – DEFINITIONS**:

"Auto" also means:

1. Permanently attached machinery or equipment;
2. Customized equipment of "emergency vehicles" and "public transportation autos"; and
3. Equipment parts that are removable from a housing unit attached to an "emergency vehicle" or "public transportation auto" if the removable equipment part is used in operation of the "emergency vehicle" or "public transportation auto", but does not include equipment or tools designed for use apart or away from the "emergency vehicle" or "public transportation auto".

5. The following are added to **SECTION V – DEFINITIONS**:

"Emergency vehicle" means an "auto" that is equipped with emergency equipment and used for safety or public protection by police, fire or ambulance departments.

"Public transportation auto" means an "auto" that is licensed or used to transport people as a public service.

"Software" means programs that are either purchased or written on a custom basis which are regularly used with audio, visual or data electronic equipment.

"Data" means fact, concepts, or instructions converted to a form useable in the operation of audio, visual or data electronic equipment.

O. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

P. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) A lawfully elected or appointed official, director, executive officer or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

Q. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer of Rights of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident"

or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

R. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

S. PUBLIC ENTITY MOBILE EQUIPMENT

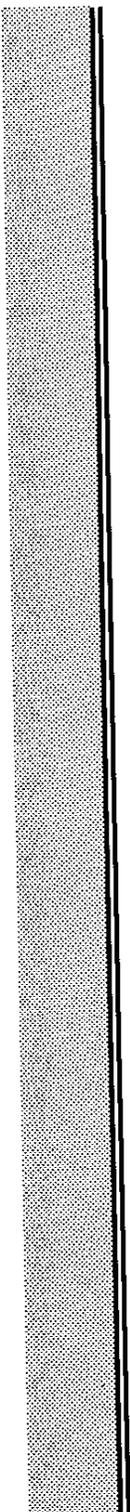
1. The following replaces the last paragraph of the definition of "mobile equipment" in **SECTION V – DEFINITIONS**:

However, "mobile equipment" does not include any 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, any land vehicles that would be subject to such compulsory or financial responsibility law or other motor vehicle insurance law if you were not a public entity, or any land vehicles used solely on roads you own. Such land vehicles are considered "autos".

2. The following is added to the definition of "auto" in **SECTION V – DEFINITIONS**:

"Auto" also means any other land vehicle that would be subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged if you were not a public entity.





**INTERLINE
ENDORSEMENTS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from

"hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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

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

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

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";
- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time

the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

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

Spouse or party to a civil union recognized under Connecticut law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized

under Connecticut law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, or Farm Umbrella Liability Policy, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of your household, including a ward or foster child.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

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

Spouse or party to a civil union recognized under New Jersey law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized

under New Jersey law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'"; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

- D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
 - a. Certified mail; or
 - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
3. We need not mail or deliver this notice if you have:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

- A. The **Cancellation** Common Policy Condition is replaced by the following:

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. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you 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. Cancellation of policies in effect for 60 days or more.
 - a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Conviction of a crime arising out of acts increasing the hazard insured against;
- (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
- (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
- (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Physical changes in the property which increase the hazard insured against;
- (b) A material increase in the hazard insured against; or

- (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
- b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a. above.
- c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.
- d. Notice of cancellation will be delivered or sent by:
 - (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a United States Post Office certificate of mailing.
- 4. We will give notice to you at your last mailing address known to us.
- 5. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.
- 6. 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.

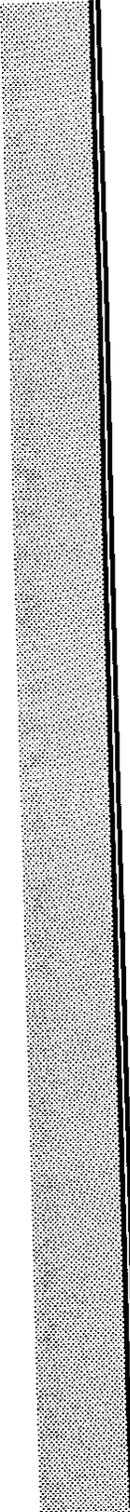
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. The following is added and supersedes any other provision to the contrary:

Nonrenewal

- 1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
- 2. This notice will be delivered or sent by:
 - a. Registered mail;
 - b. Certified mail; or
 - c. Mail evidenced by a certificate of mailing.If notice is mailed, proof of mailing is sufficient proof of notice.
- 3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.
- 4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

POLICYHOLDER NOTICES





POLICYHOLDER NOTICES

IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.



IMPORTANT NOTICE TO POLICYHOLDERS

PLEASE READ THIS NOTICE CAREFULLY.

This is a summary of the new New York Personal Injury Protection Coverage policy conditions of your Commercial Auto Policy. **NO COVERAGE IS PROVIDED BY THIS SUMMARY NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. IN NO WAY DOES THIS NOTICE ALTER THE PROVISIONS OF ANY ENDORSEMENT(S). YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGE(S) YOU ARE PROVIDED.** If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

- CA 22 32 07 02 New York Mandatory Personal Injury Protection Endorsement
- CA 22 48 07 02 New York Mandatory Personal Injury Protection Endorsement – Motorcycles
- CA 22 33 07 02 Additional Personal Injury Protection (New York)

The areas within the policy that revise coverage are highlighted below.

Notice Condition

The time period within which the written notice of an accident must be given to us by or on behalf of each eligible injured person involved in the accident is reduced from **90** days after the date of the accident to **30** days after the date of the accident. The **30** day time period for giving notice does **not** apply if the injured person submits written proof providing clear and reasonable justification for the failure to comply with the **30** day requirement.

Proof of Claim; Medical, Work Loss and Other Necessary Expenses Condition

The time period within which a proof of claim for health service expenses must be submitted by the injured person or the injured person's assignee or representative is reduced from **180** days after the date the services are rendered to **45** days after the date the services are rendered.

The provision setting forth the time period within which an injured person or that person's legal representative must submit written proof of claim for work loss benefits and for other necessary expenses to us now states that the written proof of claim for work loss benefits and for all other necessary expenses must be submitted to us 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 time limitations for submission of proof of claim described above do **not** apply if the injured person or the injured person's representative submits written proof providing clear and reasonable justification for the failure to comply with these time limitations.

When reasonably required, we may ask an eligible injured person or his or her representative to submit to examinations under oath.

If you have any questions about your insurance program, please contact your agent or local Company representative.



NEW YORK POLICYHOLDER NOTICE

OPTIONAL BASIC ECONOMIC LOSS (OBEL) COVERAGE

A coverage known as Optional Basic Economic Loss (OBEL) coverage is available and is being offered to you as an enhancement of the Basic No-Fault coverage you are presently required to purchase. But before we describe this new coverage, we would like to advise you what benefits Basic No-Fault coverage does and does not provide.

No-Fault coverage, otherwise known as Personal Injury Protection or "PIP" coverage, pays for expenses incurred by persons injured in a motor vehicle accident. This coverage does not pay to repair damage to your automobile.

Basic No-Fault, which you are required by law to purchase, provides coverage of up to \$50,000 per person in benefits for:

1. all necessary doctor and hospital bills and other health services expenses, payable in accordance with fee schedules established or adopted by the New York State Insurance Department;
2. 80% of lost earnings up to a maximum monthly payment of \$2,000 for up to three years following the date of accident; and
3. up to \$25 per day for a period of one year from the date of the accident for other reasonable and necessary expenses the injured person may have incurred because of an injury resulting from the accident, such as the cost of hiring a housekeeper or necessary transportation expenses to and from a health service provider.
4. a \$2,000 death benefit, payable to the estate of a covered person, in addition to the \$50,000 coverage for economic loss described above.

No Fault benefits will be reduced by other benefits that are payable under Workers' Compensation, Social Security Disability, New York State Disability, and certain employer "wage continuation" plans where an employee does not lose any future sick leave benefits.

In addition to Basic No-Fault Coverage, you may now also purchase Optional Basic Economic Loss (OBEL) coverage that will pay certain expenses, up to \$25,000, above the Basic No-Fault limit of \$50,000. Optional Basic Economic Loss coverage is different from other coverages in that a claimant can select the kinds of benefits to be paid under OBEL.

If you purchase OBEL coverage and if it appears likely that a claimant will use up the Basic No-Fault coverage, your insurer will send the claimant a form for the claimant to choose what expenses the \$25,000 in OBEL coverage will be used to pay. Under No-Fault, a claimant could include you, family members, passengers in your car, or pedestrians, if injured in an auto accident.

The claimant will be able to choose one of the following four OBEL options and thereby direct the insurer to pay expenses for:

1. basic economic loss, whether health care expenses, loss of earnings from work, or other reasonable and necessary expense;
2. loss of earnings from work;
3. psychiatric, physical or occupational therapy and rehabilitation; or
4. a combination of options 2 and 3.

The additional \$25,000 of OBEL coverage will be used only for costs incurred under the chosen option which, once selected, the claimant cannot change.

You must let us know now if you wish to purchase OBEL coverage.

If you have any questions, please contact your company or agent.

IMPORTANT PLEASE READ CAREFULLY

Dear Policyholder,

EXPLANATION OF STATUTORY UNINSURED MOTORISTS COVERAGE AND SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Statutory Uninsured Motorists Coverage is mandatory with respect to those "covered autos" principally garaged or principally used in New York State and cannot be rejected. It would not be applicable, however, to "covered autos" which are not principally garaged or principally used in New York State. Supplementary Uninsured/Underinsured Motorists Coverage is optional, would apply to all "covered autos" and can be purchased subject to the terms and conditions as set forth below.

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

Statutory Uninsured Motorists Coverage

With respect to "covered autos" principally garaged or principally used in New York State, Statutory Uninsured Motorists Coverage gives you, (and if you are an individual, a family member who lives with you), and someone in a "covered auto" you're operating, coverage for injuries that occur if you have a motor vehicle accident with a negligent motorist who has no insurance at all.

If someone is hurt by this type of motorist and does not die, your Statutory Uninsured Motorists Coverage provides up to \$25,000 for each person injured, with a \$50,000 maximum for each accident. And if someone dies, Statutory Uninsured Motorists Coverage provides up to \$50,000 for each person who dies, with a \$100,000 maximum for each accident resulting in the death of two or more people. These limits are the only limits available to you under Statutory Uninsured Motorists Coverage.

Statutory Uninsured Motorists Coverage will pay for injuries or death only if the motor vehicle accident happens in New York State and only if the "covered auto" which you were operating is principally garaged and principally used in New York State.

Supplementary Uninsured/Underinsured Motorists Coverage

Supplementary Uninsured/Underinsured Motorists Coverage ("SUM") protects you, (and if you are an individual, a family member who lives with you), and someone in any "covered auto" you are operating, if there is an accident with a negligent motorist who has no insurance and also, if there is an accident with a motor vehicle that does have bodily injury liability insurance, but its bodily injury liability insurance limits are less than the bodily injury liability insurance limits that you have on your motor vehicle.

SUM Coverage is offered with limits of \$250,000 each person and \$500,000 each accident (250/500) or a combined single limit of \$500,000 each accident (500 CSL).

SUM Coverage may also be selected in limits greater than 250/500 or 500 CSL, up to Bodily Injury Policy Limits or less than 250/500 or 500 CSL, but not less than the limits, as required under the Statutory Coverage, of \$25,000 each person/\$50,000 each accident.

SUM Coverage applies if you have an accident either in the State of New York or out-of-state.

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:

1. may have no insurance whatsoever; or
2. 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.

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:

1. be protected for bodily injury to themselves, up to the limit of the SUM coverage purchased; and
2. 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.

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.

Below are a few examples of how SUM coverage works:

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 provided that the insured has purchased bodily injury liability limits of at least \$250,000. 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.

Example Two:

Insured's Bodily Injury Damages	\$100,000
Insured's Liability Limit	\$ 25,000
Insured's SUM 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.

Example Three:

Insured's Bodily Injury Damages	\$ 60,000
Insured's Liability Limit	\$100,000
Insured's SUM 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 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.

Example Four:

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

Result: 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 be \$125,000.

