FOI #15241

Torres Rojas, Genara

From: shailyn@campbellesq.net
Sent: Friday, August 22, 2014 9:28 AM
To: Duffy, Daniel; American, Heavyn-Leigh
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Shailyn
Last Name: Tirado
Company: Law Office of Brian P. Campbell
Mailing Address 1: 352 Hillview Terrace
Mailing Address 2: PO Box 588
City: Franklin Lakes
State: NJ
Zip Code: 07417
Email Address: shailyn@campbellesq.net
Phone: 201-866-6200
Required copies of the records: Yes

List of specific record(s):
A copy of the Port Authority of NY NJs Uninsured and UnderInsured Motorists policy.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

August 28, 2014

Ms. Shailyn Tirado
Law Office of Brian P. Campbell
352 Hillview Terrace, P.O. Box
Franklin Lakes, NJ 07417

Re: Freedom of Information Reference No. 15241

Dear Ms. Tirado:

This is in response to your August 22, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached), for a copy of the Port Authority of NY NJs Uninsured and Under/Insured Motorists policy.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/15241-O.pdf. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

Attachment

225 Park Avenue South, 17th FL
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

Lauren Hoopes, CPCU, ARM
Account Analyst

Major Accounts

P : 267-702-1406
F : 856-830-1537
lhoopes@connerstrong.com
Two Liberty Place
50 S. 16th Street, Suite 3600
Philadelphia, PA 19102
connerstrong.com

March 3, 2014

Mr. Chao Ng
Associate Financial Analyst
Port Authority of New York & New Jersey
225 Park Avenue, 12th Floor
New York, NY 10003

RE: Commercial Automobile, Policy #BA7C444755
Policy Period: 03/01/2014 to 03/01/2015
Confirmation of Insurance and Invoices

Dear Chao,

Thank you for your confidence in Conner Strong & Buckelew in allowing us to bind coverage for the above captioned coverage.

We are pleased to provide Confirmation of Insurance evidencing the Commercial Automobile coverage placed for the 03/01/2014 to 03/01/2015 policy period. ***In addition, I am enclosing Invoice # 411828 in the amount of $63,496.00 which represents the annual premium for this policy.*** Since we are required to promptly pay the insurance carrier, we request payment of the above invoice be made to Conner Strong & Buckelew upon receipt.

We have also attached the Schedule of Named Insureds, the Vehicle and Drivers Schedule and the insurance carrier binder reflecting the coverage negotiated on your behalf. This binder includes the coverages as outlined in our final Proposal dated 02/18/2014.

A. **Subject To Provisions/Conditions of Coverage:**

As discussed in our proposal, the following subject to provisions /conditions of coverage are required by the insurance company.

1. Adherence to MVR Requirements

Once again, we would like to thank you for your continued confidence in us, and we look forward to working with you throughout the year. If you have any questions, please don't hesitate to give any of us on your team a call. Thank you.

Sincerely,

Lauren M. Hoopes

Lauren Hoopes, CPCU, ARM | Account Analyst

cc: Eric Kaspin, Vice President | Account Executive
Michelle Leighton, AIC, Vice President | Claim Consultant
Tracy Noone, CRIS, ARM, AIS | Account Manager
Lauren Coleman, Associate Claim Consultant
Conner Strong & Buckelew Companies, Inc.

DELIVERY INVOICE

TRAVELERS

Company: ST. PAUL FIRE & MARINE INSURANCE COMPANY

INSURED
PORT AUTHORITY OF NEW YORK &
NEW JERSEY
225 PARK AVENUE SOUTH
12TH FLOOR
NEW YORK NY 10003

Policy Inception/Effective Date: 03/01/12
Agency Number: 2960661

Transaction Type:
RENEWAL OF POLICY
Transaction number: 001
Processing date: 03/23/12 18:07
Policy Number:
ZBA-12P02601-12-PA

AGENT
CONNER STRONG COMPANIES
CN 2017
231 MAIN ST
TOMS RIVER NJ 08754

Policy Number	Description	Amount	Surtax/ Surcharge
12P02601	RENEWAL PREMIUM	$78,650.00	
12P02601	NEW JERSEY SURCHARGE		$489.50

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WHY YOU SHOULD REPORT LOSSES TO US PROMPTLY

Reporting new losses, claims, or potential claims to us promptly can be critical. It helps us to resolve covered losses or claims as quickly as possible and often reduces their overall cost. Prompt reporting:

- Better protects your interests.
- Helps us to try to resolve losses or claims more quickly and to everyone's satisfaction - yours, any claimant's and ours.

Use the What To Do If You Have A Loss *form that is a part of your policy to help you promptly report losses, claims, or potential claims. That form outlines the information that must normally be submitted as part of the reporting process. It describes the duties you and other persons or organizations protected under your policy have if your policy provides:*

- *Property protection and there is a loss that may be covered under that protection; or*
- *Liability protection and an accident, act, error, event, incident, offense, or omission happens or is committed that may result in liability damages or other amounts which may be covered under that protection.*

To report losses, claims, or potential claims to us, we can be contacted easily and quickly through our Web site.

WWW.TRAVELERS.COM

Our online site for reporting losses, claims, and potential claims has been designed to be as simple and user-friendly as possible. In fact, the site can even remember key information so that you don't have to continually re-enter the same data over and over again. If you report your loss, claim, or potential claim online, you will immediately receive a claim tracking number and be able to print a copy of the report for your records.

You can also report losses, claims or potential claims to us by phone, unless your policy requires written notice or reporting.

1-800-238-6225

When reporting a loss, claim, or potential claim by phone, our toll-free phone number is the only number you will need to know. Available 24 hours a day, seven days a week, our call center representatives will transmit your information to a claim representative who understands your business.

This is a general description of how to report a loss, claim, or potential claim under your policy. This description does not replace or add to the terms of your policy. Your policy alone determines the scope of your insurance protection. Please read it carefully for complete information on your coverage. You should contact your agent or broker if you have any questions about your coverage.

IMPORTANT NOTICE -
CLAIM REPORTING TELEPHONE NUMBER

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Report Claims Immediately by Calling *
1-800-238-6225

Speak directly with a claim professional
24 hours a day, 365 days a year

* Unless your policy requires written notice or reporting

INTRODUCTION

TRAVELERS

This policy protects against a variety of losses. There are also some restrictions. We've written this policy in plain, easy-to-understand English. We encourage you to read it carefully to determine what is and what is not covered, as well as the rights and duties of those protected.

Policy Number: ZBA-12P02601-12-PA

ST PAUL
MAIL CODE 1GRP
385 WASHINGTON STREET
ST PAUL MN 55102-1118

In return for your premium, we'll provide the protection stated in this policy.

We, us, our, and ours mean **St. Paul Fire and Marine Insurance Company**. We're a capital stock company located in St. Paul, Minnesota.

The words you, your, and yours mean the insured named here, which is a

PORT AUTHORITY
PORT AUTHORITY OF NEW YORK &
225 PARK AVENUE SOUTH
12TH FLOOR
NEW YORK NY 10003

INSURED NAMES CONTINUED ON BACK

Your policy is composed of General Rules, an explanation of What To Do If You Have A Loss, one or more Coverage Summaries, and one or more Insuring Agreements explaining your coverage. It may also include one or more endorsements. Endorsements are documents that change your policy. The Policy Forms List shows all the forms included when this policy begins.

One of our authorized representatives will also countersign the policy.

This policy will begin on 03/01/12 and will continue until 03/01/13

Your former policy number is automatically replaced: GA06300136

Your premium for the policy period shown is: $78,650.00

However, please refer to the Premiums section of the General Rules to see how final premiums are determined.

NEW JERSEY SURCHARGE $489.50

Our authorized representative is:
2960661
CONNER STRONG COMPANIES
CN 2017
231 MAIN ST
TOMS RIVER NJ 08754
Authorized Representative Date

Brian MacLean
President

Wendy C. Shiba
Secretary

Processing Date 03/23/12 18:07 001

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INSURED NAMES CONTINUED:
NEW JERSEY

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POLICY FORM LIST

TRAVELERS

Here's a list of all forms included in your policy, on the date shown below. These forms are listed in the same order as they appear in your policy.

Title	Form Number	Edition Date
Introduction - St. Paul Fire And Marine Insurance Company	40800	05-87
Policy Form List	40705	05-84
General Rules	40701	08-03
Earlier Notice Of Cancellation Or Nonrenewal By Us Endorsement	43704	10-97
Commercial Auto Required Endorsement - Connecticut	44035	11-05
Commercial Auto Required Endorsement - New Jersey	44180	03-07
Commercial Auto Required Endorsement New York	44236	08-11
What To Do If You Have A Loss	40814	08-03
Knowledge And Notice Of An Accident, Act, Error, Event, Incident, Offense, Or Omission Endorsement - Named Persons	D0045	08-03
Auto Coverage Summary	44265	12-83
Optional No-Fault Coverage Summary - New Jersey	44209	02-97
NY Mandatory Personal Injury Protection & Supplementary Uninsured/Underinsured Motorists Coverage Summary	44326	10-99
Auto Schedule	44228	12-83
Auto Liability Protection (applicable in New York)	44003	03-83
Described Autos As Covered Autos Endorsement	A0222	06-02
PSS Public Entity Auto Liability Endorsement	A0130	10-98
Autos Rented By Employees Endorsement	A0173	12-99
Drive Other Car Endorsement	44198	12-83
Mobile Equipment Broadening Endorsement	44310	01-86
Uninsured And Underinsured Motorists Protection - Connecticut	44357	07-95
Uninsured And Underinsured Motorists Protection - New Jersey	44108	04-01
New York Supplementary Uninsured/Underinsured Motorists Protection	44497	11-99
New Jersey No-Fault Auto Protection	44115	12-04
Personal Injury Protection Coverage - New York	44114	07-02
Additional Personal Injury Protection Endorsement - New York	A0169	03-00
New York No-Fault Endorsement	44492	03-93
Auto Medical Payments Protection (applicable in New York)	44012	02-83
Described Employees As Protected Persons Endorsement	40502	01-80

This endorsement changes your Auto Liablity Protection

Name of Insured PORT AUTHORITY OF NEW YORK &

Policy Number ZBA-12P02601-12-PA

Effective Date 03/01/12

Processing Date 03/23/12 18:07 001

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GENERAL RULES

This form contains various rules that apply to your policy. It and the rest of your policy should be read carefully to determine:

- the extent of the coverage provided by your policy; and
- the rights and duties of you and any other person or organization protected under your policy.

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Special Rights And Duties Of The First Named Insured

When more than one insured is named in the Introduction of your policy, the first named insured has special rights and duties. Those rights and duties are explained in the following General Rules:

- Cancellation.
- Policy Changes.
- Premiums.

Policy Period

Insuring agreements or endorsements in your policy begin on your policy's effective date at 12:01 a.m. at the address shown for you in the Introduction of your policy. But if your policy replaces a policy that ends at noon, rather than 12:01 a.m., coverage under your policy begins on your policy's effective date at noon at such address.

Insuring agreements or endorsements added to your policy after your policy's effective date begin on their respective effective dates at 12:01 a.m. at the address shown for you in the Introduction of your policy.

Coverage under your policy ends on your policy's expiration date at 12:01 a.m. at the address shown for you in the Introduction of your policy. But if all or part of your policy is canceled for any reason before that date, the canceled coverage will end on the cancellation date at 12:01 a.m. at such address.

Policy Changes

Your policy contains all of the agreements between you and us concerning the coverage provided by your policy and can be changed only as described in this rule.

We can make changes in our standard insurance policy forms from time to time. Such changes must conform to applicable law and may be filed with insurance regulatory authorities for approval.

If we make any such change, while your policy is in effect, that:

- would broaden or extend the coverage your policy provides; and
- can be legally added to your policy without increasing your premium;

you'll automatically receive the benefit of the broadened or extended coverage beginning at:

- 12:01 a.m.; or

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- noon, if coverage under your policy otherwise begins at that time;

on the effective date of the change at the address shown for you in the Introduction of your policy.

If we make any such change before your policy begins and that change still applies to a standard insurance policy form which:

- is part of your policy when your policy begins; or
- is made part of your policy after your policy's effective date;

you'll automatically receive the benefit of that broadened or extended coverage beginning at the time and on the effective date that form is, or is made, part of your policy.

We don't have to provide any written notice, or a written form that's made part of your policy, for you to receive such benefits.

We can make other changes in your policy and, with our consent, the first named insured can make changes in your policy too. But such changes can be made only with a written form that:

- is made part of your policy; and
- is signed by us or one of our authorized representatives.

Premiums

We compute the premium for your policy in accordance with our rules and rates which apply to your policy.

Estimates. All or part of your premium may be based on estimates.

If estimates are used, your policy will contain an endorsement, summary, or other form that shows:

- we used estimates; and
- when and how we'll compute your actual premium.

We'll compute your actual premium, when complete information is available, at the end of:

- the policy period;
- each one-year period that's part of the policy period, if the policy period is longer than one year; and
- any interim audit period that's shorter than one year, if an interim audit period applies during the policy period.

For each such period, we'll compute your actual premium in accordance with our rules and rates which apply to your policy and for that period.

If your actual premium is:

- more than the estimated premium you've paid, you'll owe us the difference; or
- less than the estimated premium you've paid, we'll return the difference;

except as described in the Additional or return premium section.

You must keep accurate records of the information we'll need to compute your actual premium. Your agent or broker can explain the type of records we'll need. The first named insured must mail, deliver, or otherwise give to us a copy of those records when we request them.

However, we don't have to request or use any records to compute your actual premium if we determine, in accordance with our rules and rates which apply to your policy, that your premium based on estimates is your actual premium.

Additional or return premium. We or your agent or broker will tell the first named insured about any additional or return premium for your policy.

However, we won't charge an additional premium, or refund a return premium, for any difference in premium of $15 or less that results from:

- your actual premium being more or less than the estimated premium you've paid; or
- any change made in your policy, including any cancellation of all or part of your policy by you or us.

But we'll refund a return premium of $15 or less for your policy if the first named insured requests that we do so. We'll apply this rule for waiving additional or return premiums separately each time your policy is changed.

In any event, your policy premium won't be less than the minimum policy premium we're allowed to charge in accordance with our rules and rates which apply to your policy.

Your bill. The first named insured:

- will be the one we'll bill for all premiums for your policy;

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- is responsible for paying all premiums for your policy when due; and
- will be the one to whom we'll pay any return premium for your policy.

The due date for each premium owed us for your policy is the date shown as the due date on your bill for that premium.

If the first named insured is also the first named insured under:
- any other policy with us; or
- any policy with any of our affiliated insurance companies;

we may bill, under one statement, the premium for:
- your policy; and
- any or all of those other policies;

regardless of their type, what they cover, or their policy periods.

If we bill the premium for such policies under one statement:
- we may adjust your bill under that statement to reflect the total of any additional or return premium for any or all of those policies;
- we'll apply any partial payment of the minimum premium due under your bill proportionately to each of those policies unless the first named insured requests at the time of such payment that we apply it differently; and
- for any of those policies with a return premium, the first named insured may request that we refund such premium with a separate payment.

Our Right To Inspect And Audit

You must allow us to inspect your property and operations during normal business hours while your policy is in effect.

However, we aren't required to:
- make any such inspection; or
- guarantee that your property or operations are safe, or conform to any code, law, regulation, or standard;

except as required by any applicable state or municipal code, law, regulation, or standard for the certification of boilers, pressure vessels, or elevators.

This rule also applies to any person or organization that makes insurance inspections, surveys, reports, or recommendations for us.

You also must allow us to examine, audit, and make copies of your financial books and records that relate to the coverage provided by your policy at any time up to three years after your policy ends.

Cancellation

By the first named insured. The first named insured can cancel all or part of your policy at any time before your policy's expiration date with an advance notice of cancellation to us or one of our authorized representatives.

To cancel, the first named insured:
- must deliver to us or one of our authorized representatives; or
- must mail to us, if such delivery isn't possible;

your policy, or the part of your policy to be canceled, and must provide the date the cancellation will be effective.

By us. We can cancel all or part of your policy at any time before your policy's expiration date.

If we cancel, the first named insured:
- is responsible for receiving the cancellation notice from us for you; and
- will be the one to whom we'll mail or deliver the cancellation notice.

Also, we'll mail or deliver the cancellation notice to the first named insured at least:
- 10 days, if we're canceling for nonpayment of premium; or
- 30 days, if we're canceling for any other reason;

before the date the cancellation will be effective.

If the cancellation notice is mailed, proof of mailing to the first named insured's last mailing address known to us will be considered proof that the first named insured received such notice.

Return premium. We'll compute, in accordance with our rules and rates which apply to your policy, the cancellation return premium, if any, on a pro rata basis. But for a cancellation by the first named

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insured, we may compute any such premium on less than a pro rata basis.

As soon as possible, we'll refund any cancellation return premium, except as described in the Additional or return premium section of the Premiums section, to the first named insured.

However, the cancellation will be effective regardless of whether or not we've made or offered such a refund.

Fraud And Misrepresentation

If you commit fraud or misrepresentation. If, before or after a loss, you:

- hide any important information from us;
- mislead, lie to, or defraud us; or
- attempt any such actions;

about any matter concerning the coverage provided by your policy, we can consider your policy to be void for you and all other persons and organizations protected under your policy.

We'll consider such fraud or misrepresentation committed by any of the following to also be committed by you:

- Your spouse if you're an individual.
- Any of your partners or co-venturers, or their spouses, if you're a partnership or joint venture.
- Any of your members or managers if you're a limited liability company.
- Any of your trustees if you're a trust.
- Any of your shareholders if you're a professional association.
- Any of your appointed or elected officials if you're a public entity or tribal government.
- Any of your directors or executive officers if you're a corporation or an other organization.

If other persons or organizations commit fraud or misrepresentation. If, before or after a loss, any person or organization protected under your policy, other than you and the persons and organizations described in the last paragraph of the If you commit fraud or misrepresentation section:

- hides any important information from us;
- misleads, lies to, or defrauds us; or
- attempts any such actions;

about any matter concerning the coverage provided by your policy, we can consider your policy to be void for only that person or organization.

We'll consider such fraud or misrepresentation committed by any of the following to also be committed by any such organization protected under your policy:

- Any of its partners or co-venturers if that organization is a partnership or joint venture.
- Any of its members or managers if that organization is a limited liability company.
- Any of its trustees if that organization is a trust.
- Any of its shareholders if that organization is a professional association.
- Any of its appointed or elected officials if that organization is a public entity or tribal government.
- Any of its directors or executive officers if that organization is a corporation or an other organization.

Unintentional errors or omissions. We won't consider errors or omissions that are unintended by:

- you; and
- all other persons and organizations protected under your policy that are described in the last paragraph of the If you commit fraud or misrepresentation section and commit such errors or omissions;

to be fraud or misrepresentation as described in that section.

Also, we won't consider errors or omissions that are unintended by:

- all other persons and organizations protected under your policy; and
- all persons and organizations described in the last paragraph of the If other persons or organizations commit fraud or misrepresentation section;

that commit such errors or omissions to be fraud or misrepresentation as described in that section.

Assignments And Transfers

Neither you nor any other person or organization protected under your policy can assign, transfer, or otherwise turn over, your interest in it without consent from us in a written form that's made part of your policy.

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However, if you're an individual named insured and you die:

- your legal representatives will have your rights and duties under your policy, but only while acting within the scope of their duties as your legal representatives; and
- until such legal representatives are appointed, any person or organization that properly has temporary custody of your property will have your rights and duties concerning that property under your policy.

Lawsuits Against Us

No person or organization can sue us to recover under your policy unless all of your policy's terms have been fully complied with.

If your policy provides property or other first-party protection. Any suit to recover on a loss under any property or other first-party protection provided by your policy must begin within two years after the date on which the direct physical loss or damage occurred to the property that's required to sustain such loss or damage for the loss to be covered under that protection.

If your policy provides liability protection. No person or organization can sue us to recover on a loss under any liability protection provided by your policy until the amount of the liability of a person or organization protected for that loss under your policy has been finally decided either by a judgment or by a written agreement signed by:

- us;
- the person or organization protected under your policy; and
- the person or organization making a claim or bringing a suit for the loss.

Once liability has been so determined, that person or organization making the claim or bringing the suit may be able to recover under your policy, up to the limit of coverage that applies. But such person or organization can't sue us directly or join us in a suit against that person or organization protected under your policy until liability has been so determined.

Recovering Damages From A Third Party

You or other persons or organizations protected under your policy may also be able to recover from others all or part of any loss for which we make a payment.

Any such right of recovery, and the proceeds of any settlement or judgment that may result from the exercise of that right, belongs to us.

For that reason, you and all other persons and organizations that:

- are protected under your policy; and
- are, or may be, involved in a loss for which we make, or may make, a payment;

must do all that's possible after the loss to:

- preserve for us any such right of recovery or any such proceeds; and
- cooperate with us in any attempt to exercise any such right of recovery.

However, before any loss, you or any other person or organization protected under your policy may waive its right of recovery for the loss without our consent.

If we exercise our right of recovery under your policy and we recover more than we've paid, the excess amount will belong to the person or organization protected under your policy that had the loss. But we'll first deduct our recovery expenses from any such amount recovered by us.

Appraisal Of A Covered Loss Amount In Dispute Under Property Or Other First-Party Protection

If your policy provides property or other first-party protection and you and we can't agree on the amount of a loss covered under that protection, the following procedure will be used to settle the dispute:

1. Either you or we will make a written demand for an appraisal of the covered loss amount in dispute.

2. Within 30 days of the demand, you and we will each select a competent and impartial appraiser and notify the other of the selection.

3. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire, either of them may request that the selection be made by a judge of a court having jurisdiction.

4. The appraisers will each state separately their appraisal of the covered loss amount in dispute. If they can't agree on that amount, they'll submit their

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appraisals to the umpire. The umpire's agreement to one of those appraisals will be binding.

5. You'll pay the fees of your appraiser. We'll pay the fees of our appraiser. Other costs of the appraisal, including the fees of the umpire, will be shared equally by you and us.

Bankruptcy Or Insolvency Of Any Person Or Organization Protected Under Liability Protection

If your policy provides liability protection, the bankruptcy or insolvency of:

- any person or organization protected under that liability protection; or
- any estate of that person;

won't relieve us of our obligations under such liability protection.

However, if such liability protection contains an exclusion or other coverage limitation for loss that results from such bankruptcy or insolvency, this rule doesn't change or eliminate that exclusion or other coverage limitation.

How Statutory Or Regulatory Law Affects Your Policy

Any part of your policy that conflicts with any requirement of statutory or regulatory law which applies is automatically changed to conform to that law.

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EARLIER NOTICE OF CANCELLATION OR NONRENEWAL BY US ENDORSEMENT

This endorsement changes:

- your General Rules; or
- any state required endorsement that changes the Cancellation rule in your General Rules.

How Coverage Is Changed

The following is added to the Cancellation rule. This change increases the number of days of notice we must give if we:

- cancel your policy for any reason, other than nonpayment of premium; or
- do not renew your policy for any reason.

No other change is made to the Cancellation rule.

If we cancel this policy for any reason, other than nonpayment of premium, we'll mail or deliver a notice of cancellation to the first named insured at least the number of days shown below before coverage will end.

If we do not renew this policy for any reason, we'll mail or deliver a notice of nonrenewal to the first named insured at least the number of days shown below before the policy's ending or expiration date.

Number of days: 90

Other Terms

All other terms of your policy remain the same.

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COMMERCIAL AUTO REQUIRED ENDORSEMENT
CONNECTICUT

This endorsement changes your policy to comply with, or otherwise respond to, Connecticut law.

Therefore, each change made by this endorsement applies only to the extent:

- required by Connecticut statutory or regulatory law; or
- specifically described in the part of this endorsement which makes that change.

As a result, if the address shown for you in the Introduction of your policy is outside Connecticut, each change that's made to comply with Connecticut statutory or regulatory law applies only if, and to the extent, your policy provides coverage for autos registered or mainly garaged in Connecticut and such statutory or regulatory law applies to such coverage.

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Cancellation

The Cancellation section of the General Rules is replaced by the following.

You can cancel this policy in whole or in part at any time. We can also cancel this policy, but our right to cancel has some restrictions which are described below.

How you can cancel. To cancel this policy or any part of it, the named insured must deliver the policy, or the part to be cancelled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date coverage is to end. The named insured will get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect less than 60 days. If your policy has been in effect less than 60 days, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the named insured. The notice will state the specific reason for cancellation.

If we cancel for nonpayment of premium, we'll send the notice at least 10 days before coverage will end. If we cancel for any other reason, we'll send the notice at least 30 days before coverage will end.

How we can cancel policies in effect 60 days or more. If your policy has been in effect 60 days or more, or is a continuation or renewal policy, we can cancel only for the following reasons.

1. *Nonpayment of premium.*
2. *Conviction of a crime.* We can cancel if you are convicted of a crime that increases any hazard you're insured against.
3. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you have committed fraud or made a material misrepresentation.
4. *Reckless acts.* We can cancel if we discover that you've knowingly done something or failed to do something that is reckless and increases any hazard we're insuring against.
5. *Change in the property.* We can cancel if, after we have issued or renewed your policy, a physical change occurs in the property we're covering that increases the hazard we're insuring against.
6. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a material increase occurs in the risk we're protecting that increases the risk we're insuring against.
7. *Determination by the Insurance Commissioner.* We can cancel if the Commissioner Of Insurance determines that continuing this policy would put us in violation of this state's insurance laws.
8. *Loss of reinsurance.* We can cancel if we lose all or a substantial part of the

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reinsurance that affects the line of insurance that this policy protects against.

If we cancel for any of these reasons, we'll mail or deliver a notice to you before coverage will end. The notice will state the specific reason for cancellation.

If we cancel for nonpayment of premium, conviction of a crime, fraud or misrepresentation, reckless acts, or determination by the Insurance Commissioner, we'll send 10 days notice. If we cancel for change in the property, change in the risk, or loss of reinsurance, we'll send at least 60 days notice.

If we are canceling for nonpayment of premium, you can avoid the cancellation if you pay the premium that's due before the cancellation date shown on the cancellation notice.

In any case, our notice of cancellation will show a date cancellation is to take effect. Coverage will end on that date.

Unused premium. As soon as possible, the named insured will get a refund of any unused premium. If we cancel, the refund will be figured on a pro rata basis. If the named insured cancels, the refund will be less than pro rata. However, the cancellation will be effective whether or not the named insured has been paid or offered the unused premium. If for some reason we fail to send the named insured unused premium that's due, we'll refund the premium due as soon as you notify us.

Nonrenewal. We may decide not to renew or continue this policy. If so, we'll give a notice of nonrenewal to you at least 60 days before the expiration date of this policy.

This notice will include the specific reason for nonrenewal. We don't have to send such notice if we are failing to renew because you didn't pay your premium.

Mailing the notice. We'll mail any notice of cancellation or nonrenewal to you by registered mail, certified mail, or by U.S. proof of mailing. Proof of such mailing to your last address known to us will be considered proof you were notified.

Civil Union Law

1. The following definition is added.

   Spouse means the person who is related by means of:
   - marriage; or
   - a civil union recognized under Connecticut law.

2. The following replaces the definition of family member.

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

Claim And Premium Information

If we cancel or decide not to renew or continue this policy, we'll send the first named insured the claim and premium information described below along with our notice of cancellation or non-renewal. The information we'll send will pertain only to Commercial Auto Protection included in this policy. We'll provide this information for the years you had such protection with us, up to a maximum of four years, less the last six months.

- The policy number.
- The beginning and ending dates.
- A copy of proof that this information was provided as required by law.
- The total amount of premium paid.
- A detailed list of all losses.

If you cancel, or do not pay your premium, we'll still send this information. But you or your agent must request it in writing. We'll send the information within 60 days of that request.

If further reports are necessary later to obtain or properly rate insurance with another company, we'll send this information within 60 days after you or your agent request it in writing.

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Auto Liability Protection and Garage Liability Protection

If your policy contains Auto Liability or Garage Liability Protection, the following changes are made to your agreement.

1. **Additional payments.** The following section is added.

   First aid. We'll pay all expenses a protected person has incurred for first aid to others at the time of an accident.

2. The following replaces the Bonds to release property section.

   Bonds to release property. We will, at your request, pay for bonds to release property that's being used to secure a legal obligation when they're required in a suit we defend. But the amount of any bond will not be more than the Limit of Coverage shown in the Coverage Summary. But we do not have to furnish these bonds.

3. **Who is protected.** The "Individual" part of this section is replaced by the following.

   Individual. If you are named in the Introduction as an individual, you and any family member are protected persons.

4. **Exclusions.** The "Injury to a fellow employee" exclusion is replaced by the following.

   Injury to a fellow employee. We won't cover bodily injury to a fellow employee of any protected person:

   - resulting from and in the course of the fellow employees' employment for you; or
   - while the fellow employee performs duties related to the conduct of your business.

   However, we will cover bodily injury caused by your employee to the fellow employee.

5. The "Property in your care" exclusion doesn't apply to property damage to a residence or private garage caused by a covered private passenger type auto.

6. **Other insurance.** The following is added to the "Other insurance" section.

   If you are other than an auto dealer or repairer, Liability Protection applies to and is primary for any temporary substitute for an auto you own if the substitute auto is operated by a protected person and owned by an auto dealer or repairer.

   If you are an auto dealer or repairer, Liability Protection is excess for autos you own if operated by a customer to whom you have loaned the auto.

Other Terms

All other terms of your policy remain the same.

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COMMERCIAL AUTO REQUIRED ENDORSEMENT
NEW JERSEY

This endorsement changes your policy to comply with, or otherwise respond to, New Jersey law.

Therefore, each change made by this endorsement applies only to the extent:

- required by New Jersey statutory or regulatory law; or
- specifically described in the part of this endorsement which makes that change.

As a result, if the address shown for you in the Introduction of your policy is outside New Jersey, each change that's made to comply with New Jersey statutory or regulatory law applies only if, and to the extent, your policy provides coverage for autos registered or mainly garaged in New Jersey and such statutory or regulatory law applies to such coverage.

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Cancellation

The following replaces the Cancellation section of the General Rules.

How you can cancel. You can cancel this policy in whole or in part at any time. To cancel, you must deliver the policy or the part you want canceled to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want coverage to end. You'll get a refund for the unused premium less a charge for early cancellation.

How we can cancel or non-renew. Pursuant to New Jersey Law, this policy cannot be canceled 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 does 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.

How we can cancel policies in effect less than 60 days. If your policy has been in effect less than 60 days, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured and anyone else who's entitled to receive a copy of that notice.

We'll send the notice at least 10 days before coverage will end if we cancel:

- For nonpayment of premium;
- Because we believe there is danger or probability that you'll destroy, or allow to be destroyed, covered property to collect the insurance proceeds. We would consider this to be a moral hazard; or
- Because we believe there is substantial risk, danger, or probability that your character, circumstances, or personal habits may increase the probability of loss or liability for which we may be held responsible. We would consider any such risk, danger, or probability to be a moral hazard.

We'll send the notice at least 30 days before coverage will end if we cancel for any other reason.

How we can cancel policies in effect 60 days or more. If your policy has been in effect 60 days or more, or is a renewal policy, we can cancel only for the following reasons.

1. *Nonpayment of premium.*
2. *Moral hazard.* We can cancel if we believe that a moral hazard exists, as defined in N.J.A.C. 11:1-20.2(f). We have also described what we consider to be a moral hazard in the How we can cancel

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policies in effect less than 60 days section.

3. *Fraud or material misrepresentation.* We can cancel if we discover that in obtaining this policy, you or your representative have made a material misrepresentation. We can also cancel if we discover that you or your representative have committed acts of fraud that materially affect the nature and insurability of what we're insuring against.

4. *Increase in hazard or change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard we're insuring against.

5. *Breaking the terms of this policy.* We can cancel this policy if you violate any of this policy's terms, and that violation materially affects the nature and insurability of what we're insuring against.

6. *Failure to cooperate on loss control recommendations.* We can cancel if you fail to follow loss control recommendations, and that failure materially affects the nature and insurability of what we're insuring against.

7. *Loss of or reduction in our capacity to write this insurance.* We can cancel if we lose, or experience a reduction, in our availability or capacity to insure the type of risk that this policy insures against.

8. *Law changes.* We can cancel if changes in:
   - written laws; or
   - interpretation of legal cases by the courts;

   after we have issued this policy materially increase the risk that we're insuring against.

9. *Loss of reinsurance.* We can cancel if we lose all or a substantial part of reinsurance that applies to your policy.

10. *Violation of laws or ordinances.* We can cancel if you violate any federal, state or local fire, health, safety, building, or construction law, regulation, or ordinance that involves the risk we're insuring against. You must first be given written notification that you are in violation of such law, regulation, or ordinance. We can cancel within 60 days of that notice.

11. *Failure to provide underwriting information.* We can cancel if you fail to provide information to us that is reasonable and necessary for underwriting purposes. However, this reason only applies if we have provided a written request for the information and have given you a reasonable period of time to respond.

12. *Agency termination.* We can cancel if we have ended our agreement with the agent that represented us in obtaining your policy. However, this reason applies only if:
   - We can show that replacement coverage at comparable rates has been made available to the first named insured, and that we have informed the first named insured in writing of the right to continued insurance with us; or
   - We have informed the first named insured in writing of the right to continued insurance with us, and the first named insured has agreed in writing to cancellation or nonrenewal because of the termination of our agreement with first named insured's agent.

13. *Other underwriting reasons.* We may cancel this policy for other reasons that follow our underwriting guidelines for cancellation of commercial lines coverage.

If we cancel for any of these reasons, we'll mail or deliver a notice of cancellation to the first named insured. If we cancel for nonpayment of premium, or for the existence of a moral hazard as we explain above, we'll send at least 10 days notice before coverage will end. If we cancel for any other reason, we'll send at least 60 days notice before coverage will end. The notice will state the reason for cancellation. If we are canceling for nonpayment of premium, the notice will also show a date that cancellation for nonpayment will take effect. If you pay the premium due by that date, the cancellation for nonpayment won't take effect.

Nonrenewal. We may decide not to renew or continue this policy. We may do so for the same reasons as are permitted for cancellation. If we do not renew, we'll mail or deliver a notice of non-renewal to the first named insured and anyone else entitled to receive notice at least 30 days but not

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more than 120 days before the expiration date of this policy.

Mailing the cancellation or nonrenewal notice. We'll send our notice of cancellation or nonrenewal by certified mail, or by first class mail if we have obtained a Post Office Proof Of Mailing. We don't have to send notice of cancellation or nonrenewal if the first named insured has requested cancellation, or has obtained replacement insurance.

Renewal Premium

We will notify you of the renewal premium and any change in your coverage not more than 120 days nor less than 30 days prior to the date your premium is due.

Civil Union

Wherever the term spouse is used in any insuring agreement that is included in this policy, it is replaced by the phrase spouse or party to a civil union recognized under New Jersey Law.

The definition of family member in any commercial auto insuring agreement that is included in this policy is replaced by the following definition:

Family members means persons who are related to an individual named insured by blood, adoption, marriage or civil union recognized under New Jersey law and live in such named insured's home. A ward or foster child who lives with the named insured is also considered to be a family member.

Auto Or Garage Liability Protection

If your policy includes Auto or Garage Liability Protection, the "Pollution" exclusion only applies to damages in amounts over the minimum limits of coverage that are required by statute.

Garage Liability Protection

If your policy includes Garage Liability Protection, the following changes are made to your policy.

Claim Information

The following is added to the General Rules.

We'll provide the first named insured with the following information that pertained to your Garage Liability Protection, and any preceding Garage Liability Protection insuring agreement, we have issued to you during the previous three years:

- The date and description of the event on closed claims including the amount of payment if any.
- The date and description of the event on open claims including the amount of payments and reserves, if any. Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.
- The date and description of each event you reported to us for which no amounts have been paid or reserved.

We'll provide this information only if we receive a request from the first named insured during the policy period. If we do, we'll provide this information within 45 days of receipt of such request.

You must not disclose any of this information to any claimant, or any claimant's representative without our permission.

We collect this information for our own business purposes. We do so as carefully and accurately as we can. In giving this information to the first named insured, we don't make any promises or warranties to anyone that this information has no errors.

Exclusions – Claims We Won't Cover

The following is added to the "Racing or speed contest exclusion.

The "Racing or speed contest" exclusion applies only to unlicensed autos.

Auto or Garage Physical Damage Protection

The following is added to the:

- What We'll Pay For A Loss section if your policy includes Auto Physical Damage Protection; or
- How We'll Pay For A Covered Loss section if your policy includes Garage Auto Physical Damage Protection.

If we agree to repair the damaged property, you have the option have the repairs performed at either:

- An auto repair facility with whom we have an arrangement; or
- An auto repair facility of your choice.

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

Our Right To Inspect Certain Autos

If your policy includes Auto or Garage Physical Damage Protection, the following rule applies.

Before any private passenger type auto is considered to be a covered auto for Auto or Garage Physical Damage Protection, we have the right to inspect it. This right applies to both autos you own and autos you don't own.

Private passenger type auto means ordinary private passenger cars, station wagons, pick-ups, and vans. It also means a panel truck or camper type vehicle that's used for recreational purposes. The vehicle must also be owned by an individual. Or it can be co-owned by a husband and wife who are living in the same household. It must not be used at all in the business of transporting people or property for a charge in order to fit the definition of private passenger type auto. The vehicle may be used on a farm and still be considered a private passenger type auto. If the auto is garaged on the farm or ranch and is not used to carry people or property for a charge, such farm vehicle can be considered a private passenger type auto. We can consider a vehicle to be of the private passenger type whether it is owned or nonowned.

If we decide that we do want to inspect the auto, you must cooperate with us and make the auto available to us for the inspection.

While your agreement is in effect, physical damage protection for any newly acquired auto won't take effect until you tell us that you have the auto and that you want coverage for it.

However, if you have had a private passenger type auto covered by us for at least 12 months, and then it is replaced by a similar auto while your agreement is in effect, we'll automatically provide the same physical damage coverages on this replacement auto for 3 days. The 3 days will begin on the date you acquire the replacement private passenger auto. This 3 day period won't include weekends or New Jersey State Holidays. After this 3 day period, you won't have coverage for the replacement auto unless you report to us that you have it and you want us to cover it.

Other Terms

All other terms of your policy remain the same.

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COMMERCIAL AUTO REQUIRED ENDORSEMENT
NEW YORK

This endorsement changes your policy to comply with, or otherwise respond to, New York law.

Therefore, each change made by this endorsement applies only to the extent:

- required by New York statutory or regulatory law; or
- specifically described in the part of this endorsement which makes that change.

As a result, if the address shown for you in the Introduction of your policy is outside New York, each change that's made to comply with New York statutory or regulatory law applies only if, and to the extent, your policy provides coverage for autos registered or mainly garaged in New York and such statutory or regulatory law applies to such coverage.

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Auto Or Garage Liability Protection

What This Agreement Covers

If your policy contains a definition of loading or unloading an auto, that definition doesn't apply in the State of New York.

Additional benefits. The following is added to the additional benefits section.

We'll pay all expenses incurred by any protected person for first aid to others at the time of an accident.

Out of state coverage. The following replaces the Out of state coverage section of your agreement.

While a covered auto is away from the jurisdiction where it is licensed we'll provide the minimum amounts and types of other coverages required of out of state vehicles by the jurisdiction where the covered auto is being used, unless our limit is higher. But we won't pay more than once for the same damages that are covered because of this extension of coverage.

Who Is Protected

The following is added to the Who Is Protected section of your agreement.

Individual. If you are named in the Introduction as an individual, you and your spouse are protected persons for the use of a covered auto.

However, we won't consider anyone who is loading or unloading a covered auto to be a protected person except:

- you;
- an employee of yours; or
- anyone who has leased or borrowed a covered auto from you or one of your employees.

Limits Of Coverage

If the limit of coverage shown in the Coverage Summary is equal to or more than $160,000, the following applies.

We'll apply the limit of coverage shown in the Coverage Summary to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act for:

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- bodily injury not resulting in death of any one person caused by any one accident;
- bodily injury not resulting in death of two or more persons caused by any one accident;
- bodily injury resulting in death of any one person caused by any one accident;
- bodily injury resulting in death of two or more persons caused by any one accident; or
- property damage in any one accident.

This provision won't change our total limit of coverage.

If the limit of coverage shown in the Coverage Summary is less than $160,000, the following applies:

Regardless of the number of:

- covered autos;
- protected persons;
- premiums paid;
- claims made; or
- vehicles involved in the accident;

the most we'll pay for the total of all damages and covered pollution cost or expense combined resulting from any one accident is the limit of coverage shown in the Coverage Summary. However, we won't pay for those damages for bodily injury resulting in death.

We'll apply the limit of coverage shown in the Coverage Summary to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act as follows:

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

This provision won't change our total limit of coverage.

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

In addition, our limit of coverage for bodily injury resulting in death is as follows:

- Up to $50,000 for bodily injury resulting in death of any one person caused by any one accident; and
- 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 coverage shown in the Coverage Summary is not used up by payment of damages for:

- bodily injury not resulting in death;
- property damage; or
- 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 coverage shown in the Coverage Summary is not increased.

Limits Of Coverage – For Hire Autos

If your policy includes Auto Liability Protection, the following is added.

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

- $25,000 for bodily injury to any one person caused by any one accident;
- $50,000 for bodily injury to two or more persons caused by any one accident; and
- $10,000 for property damage caused by any one accident.

Our minimum liability for damages for death or injuries to persons is based upon the seating capacity for passengers of the covered auto described in the table shown at the end of this endorsement.

Liability Deductible

If your policy includes Auto or Garage Liability Protection, and includes a liability deductible, the following replaces any description of how we apply that deductible in the settlement of a claim or suit.

If we settle a claim or suit that's subject to the deductible, we will pay that deductible as part of the settlement. You agree to repay us when we notify you of the settlement.

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Exclusions – What This Agreement Won't Cover

Exclusion exceptions. If any agreement in your policy includes any of the following exclusions, such exclusion won't apply:

- Control of property;
- Handling of property;
- Products or completed work;
- Pollution;
- Nuclear energy;
- Racing or demolition contest.

The following exclusions are added to your Auto or Garage Liability Protection. They replace any existing exclusion in your agreement with the same title.

Contractual liability. We won't cover any claim based on liability assumed under a contract or agreement. But this doesn't apply to liability assumed under a Covered contract, or liability that you would have if no contract existed.

Covered contract means:

- a lease of your premises;
- a sidetrack agreement;
- a license or easement that involves auto or pedestrian private railroad crossing;
- any other easement. But this doesn't apply to construction or demolition operations within 50 feet of a railroad;
- a contract required by a unit of government. But this doesn't apply to work that's done for the unit of government; or
- that part of any other contract or agreement under which, as part of your business, you or any of your employees rent or lease any auto.
- that part of any contract or agreement under which you assume the tort liability of another to pay damages for covered bodily injury or property damage to others if such contract or agreement is related to your business, and is made before the bodily injury or property damage happens.

Tort liability means a liability that would be imposed by law without any contract or agreement.

But a covered contract doesn't include:

- that part of a contract or agreement that has to do with the lease or rental of an auto to you if that auto is rented or leased with a driver;
- that part of an agreement that releases any person or organization who transports property by auto for hire from their liability in your use of a covered auto over a road or territory that they're licensed to use. or
- any contract under which a protected person assumes liability for bodily injury or property damage caused by the dumping, discharge, or escape of:
  - irritants, pollutants, or contaminants that are, or that are contained in any property that is:
    - being moved from the place where such property or pollutants are accepted by the protected person for movement onto a covered auto;
    - being transported or towed by a covered auto;
    - being moved from the covered auto to the place where such property or pollutants are finally delivered, disposed of, or abandoned by the insured;
    - otherwise in the course of transit;
    - being stored, disposed of, treated or processed in or upon the covered auto other than fuels, lubricants, fluids, exhaust gasses 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; or
  - any other irritants, pollutants, or contaminants 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 a covered auto or its parts; and
    (b) the discharge, dispersal, release, or escape of the pollutants is caused directly by such upset, overturn, or damage.

Employer's liability. We won't cover any claim for bodily injury to an employee of yours resulting from:

- employment by you; or
- performing duties related to the conduct of your business.

But this exclusion doesn't apply to bodily injury to domestic employees not entitled to workers' compensation benefits or to liability you assume under a covered contract.

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Domestic employee means any person engaged in household or domestic work performed principally in connection with a residence premises.

Injury to a fellow employee. We won't cover any claim for bodily injury to a fellow employee of any protected person resulting from his or her job.

However, this exclusion only applies if the fellow employee is entitled to benefits under:

- workers' compensation;
- unemployment compensation;
- disability benefits law; or
- any similar law.

Intentional or expected bodily injury or property damage. We won't cover bodily injury or property damage that's expected or intended by the protected person.

Mobile equipment. We won't cover bodily injury or property damage that results from the operation of specialized equipment or mobile equipment.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment also includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it travels under its own power and has permanently attached specialized equipment or equipment designed primarily for:

- snow removal;
- road maintenance - but not construction or resurfacing; or
- street cleaning.

Specialized equipment means:

- air compressors, pumps or generators;
- building cleaning, geophysical exploration, lighting, spraying, welding, or well-servicing equipment; and
- cherry pickers or similar devices used to lift workers.

We won't cover bodily injury or property damage that results from the operation of this specialized equipment.

Spousal liability. We won't cover bodily injury or property damage sustained by the spouse of an insured. However, we'll pay any amount a protected person legally must pay if named as a third party defendant in a legal action started by his or her spouse against another party.

Other Insurance

The "Insurance provided under another policy with us or any of our member insurance companies" part of the Other Insurance section of your agreement doesn't apply to Auto or Garage Liability Protection.

Auto Or Garage Auto Physical Damage Protection

What We'll Pay For A Loss

If your policy includes Auto Physical Damage Protection or Garage Auto Physical Damage Protection, the What We'll Pay For A Loss section is replaced by the following.

We'll pay the smaller of the following amounts when you suffer a loss:

- the actual cash value (ACV) of the damaged or stolen property at the time of the loss; or
- the cost of replacing the damaged or stolen property with other property of the same kind or quality.

How we'll pay for a loss. At our option we may:

- pay for or replace damaged or stolen property; or
- return the stolen or damaged property, at our expense. We'll pay for any damage to the auto from the loss.

- If your policy includes Auto or Garage Physical Damage Protection, the Deductibles section of your agreement is replaced by the following.

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Physical Damage Deductibles

If your policy includes Auto Physical Damage Protection or Garage Auto Physical Damage Protection, the Deductibles section is replaced by the following.

The deductibles shown in the Coverage Summary or in the Auto Schedule under any of the coverages are the amounts of claims that you'll be responsible for. Our obligation to pay for, return, or replace each damaged or stolen covered auto will be reduced by those deductibles shown.

Towing

If your policy includes Auto Physical Damage Protection or Garage Auto Physical Damage Protection, the Towing section is replaced by the following.

If the Auto Schedule shows you have this coverage and one of your private passenger type autos is disabled, we'll pay up to $50 for towing and the costs of other labor performed at the scene of the breakdown.

Our Right To Inspect Autos

If your policy includes Auto Physical Damage Protection or Garage Auto Physical Damage Protection, the following is added.

We have the right to inspect any private passenger auto, including non-owned autos that are covered or before coverage is effective for that auto. However, this inspection is subject to the limitations under the New York State Insurance Department Regulation No. 79 (11 NYCRR 67).

Coverage for additional or replacement private passenger autos won't be effective until you notify us and request coverage for the auto during the policy term. But if you replace a private passenger auto that has been a covered auto for at least 12 months, we'll provide the same coverage for the replacement auto for 3 days, starting on the date you acquire this auto. We'll also give you an additional day of coverage for each Saturday, Sunday, or legal holiday that falls within the 3 days. After the 3 days, if you want coverage for the auto you must notify us and request coverage.

When we require an inspection, you must agree to make the auto available for the inspection.

Auto Repairs

If your policy includes Auto Physical Damage Protection or Garage Auto Physical Damage Protection, the following is added.

Payment of a physical damage loss will not be dependent upon the repair of the auto. We can't recommend or require that repairs be made by a particular repair shop or business unless you request it. But, we'll be entitled to:

- a completed "Certification of Automobile Repairs" as required by the New York State Insurance Department;
- an itemized repair invoice from the auto repairer if the auto is repaired; and
- an inspection of the auto, whether the auto is repaired.

If your loss was only to window glass, we may recommend or suggest a repair shop.

Who We'll Pay

If your policy includes Auto Physical Damage Protection or Garage Auto Physical Damage Protection, the following is added to the Who We'll Pay For Loss section.

We'll mail or hand-deliver your payment to the protected person or designated representative:

- within five business days after you have accepted our offer; or
- three business days after the receipt of a completed proof of loss.

Recovery Of Stolen Or Abandoned Autos

If your policy includes Auto Physical Damage Protection or Garage Auto Physical Damage Protection, the following is added.

If a covered private passenger auto is stolen or abandoned, we or our agent will have the right to take custody of the auto for safekeeping, after being notified of its location.

General Rules

Our Right To Inspect And Audit

The following replaces the Our Right To Inspect And Audit section of the General Rules.

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You agree to let us inspect your property and business operations during normal business hours while this policy is in force. We're not, however, required to make inspections. Nor will we guarantee that your property or operations are safe, or that they conform to any laws, codes, standards, or regulations. This rule also applies to any organization that makes insurance inspections, surveys, reports, or recommendations for us.

You also agree to let us examine your financial books and records that relate to this insurance at any time up to three years after the policy ends.

If this policy includes any insuring agreement for which the initial premium is based on an estimated exposure, an audit will be conducted to determine the final premium we'll charge for such insurance.

However, this audit may be waived if:

- the total annual premium on which the audit may be attributed is not reasonably expected to exceed $1500; or
- the policy requires that we be notified of any additional exposure, such as new autos, on which you request coverage.

If the audit is not waived, it will be completed within 180 days after the expiration date of this policy and may not be waived. If, as a result of such audit, it is determined that you have overpaid us, we'll refund or credit your account as soon as possible. If it is determined, however, that you have underpaid us, you agree to pay any premium due as soon as possible.

If you fail to cooperate with us when we attempt to complete such examination or audit, we may decide not to renew your policy at the end of the policy period. Such failure to cooperate includes not returning questionnaires or self audit worksheets. If we decide not to renew your policy for this reason, we'll follow the procedure which is discussed below in the Nonrenewal section.

Cancellation

The Cancellation section of the General Rules is replaced by the following.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement canceled.

You'll get a refund for the unused premium, figured on a pro-rata basis. However, when the premium has been advanced under a premium finance or premium payment agreement, we'll keep 10% of the total policy premium or $60, whichever is more.

How we can cancel a policy in effect less than 60 days. When the policy has been in effect less than 60 days, and isn't a renewal or continuous policy, we may cancel for any sound underwriting reason by mailing a notice to the first named insured and your agent or broker within this period. If we cancel during this period, we'll mail at least 20 days notice.

How we can cancel a policy in effect 60 days or more or a renewal policy. If your policy has been in effect 60 days or more or is a renewal, we can only cancel it during the policy period for any of the following reasons:

- if you fail to pay any premium or any premium installment when due;
- if you or a driver in your household has their drivers license suspended or revoked during the policy period;
- if you are convicted of a crime that results from acts that increase the chance of loss;
- if we discover willful or reckless acts or omissions or a violation of one of the policy's rules that increases the chance of loss;
- if you obtained this policy through fraud or misrepresented any material fact while obtaining this policy or presenting a claim;
- if the property physically changes in a manner that makes it uninsurable based on our current underwriting standards. Increased hazards or exposures must result from the physical changes; or
- if the Superintendent of Insurance determines that continuing this policy might jeopardize our solvency, or if continuing this policy places us in violation of Chapter 28 of the New York Insurance Law.
- if we have good reason to believe that you are about to let covered property be destroyed, or destroy covered property to collect insurance proceeds. If we cancel for this reason, we'll send a notice to you and to the New York Insurance Department. You have the right to have

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this cancellation reviewed by the New York Insurance Department. You must do so within 10 days of receipt of our notice.

If we cancel for any of these reasons, we'll send the first named insured and your agent or broker a notice of cancellation at least:

- 15 days before coverage will end for nonpayment of premium;
- 20 days for any other reason.

The notice will state the reasons for cancellation.

How we can cancel a policy regardless of the number of days it has been in effect. Regardless of the number of days that this policy has been in effect, we may cancel if:

- this policy covers autos subject to the provisions of Section 370 (a) and (b) of the New York Vehicles and Traffic Laws; and
- the Commissioner of the Department of Motor Vehicles deems this policy to be insufficient for any reason.

If we cancel this policy, we'll give you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this policy.

Unused premium. If we cancel this policy, the first named insured will get a refund for the unused premium, figured on a pro-rata basis. However, when the premium has been advanced under a premium finance or premium payment agreement, we'll keep 10% of the total policy premium or $60, whichever is more. Cancellation will take effect regardless of whether or not we've made or offered a refund.

Non-renewal and conditional renewal. If we decide not to renew this policy, or if we offer to renew this policy on condition of a

- change in limits;
- change in type of coverage;
- reduced coverage;
- increased deductible;
- added exclusion in the policy; or
- increase in your premium of more than 10%; (other than an increase that's due to or part of an addition in the value of covered property to be insured, experience rating, retrospective rating, or an audit); we'll mail or deliver a written notice of non-renewal to the first named insured's last mailing address known to us. We'll also send a copy of such notice to your agent or broker. We'll mail or deliver this non-renewal notice at least 60 days, but not more than 120 days, before the expiration date of this policy. Mailing this notice to you at your last address known to us will be proof that you were notified. But we won't send this notice if you or your agent has told us that the policy has been replaced or is no longer needed.

This notice will state the reason for nonrenewal, or the renewal based on the change as we explain above. If renewal is based on a change, the notice will show the change and amount of any premium increase.

Lawsuits Against Us

The following is added to the If your policy provides liability protection section of the Lawsuits Against Us section of the General Rules and changes that section as described.

With respect to bodily injury or personal injury or advertising injury claims, if we deny coverage or don't 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 action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice. However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- brings an action to declare the rights of the parties under the policy; and
- names the injured person, someone acting for the injured person or other claimant as a party to the action.

Fraud And Misrepresentation

The following replaces the Fraud And Misrepresentation section of the General Rules.

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

However, we will provide coverage for damages sustained by any person who has not made fraudulent statements or engaged

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in fraudulent conduct if such damages are otherwise covered under the policy.

What To Do If You Have A Loss

The following is added to the If Your Policy Provides Liability Protection section of the What To Do If You Have A Loss form and changes that section as described.

We'll consider notice to any of our authorized representatives the same as notice to us. The notice must include information that will identify the protected person.

Failure to give notice to us 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.

Other Changes

All references to underinsured motorist coverage in this policy will mean "supplementary uninsured/underinsured motorist coverage".

Other Terms

All other terms of your policy remain the same.

Minimum Liability For Hired Autos Table

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

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WHAT TO DO IF YOU HAVE A LOSS

This form applies if:

- your policy provides any property or other first-party protection and there's a loss that may be covered under that protection; or
- your policy provides any liability protection and there's an accident, act, error, event, incident, offense, or omission that may result in damages or other amounts which may be covered under that protection.

Coverage under your policy may be affected by any failure to fulfill any of the duties described in this form.

However, neither this form, nor any of these duties, change or eliminate any coverage condition or requirement, or exclusion or other coverage limitation, anywhere in the rest of your policy, such as:

- a specific coverage trigger, reporting, notice, or knowledge condition or requirement; or
- an exclusion or other coverage limitation that's based, all or in part, on knowledge.

This form and the rest of your policy should be read carefully to determine:

- the extent of the coverage provided by your policy; and
- the rights and duties of you and any other person or organization protected under your policy.

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When we consider other persons or organizations to have knowledge of an accident, act, error, event, incident, offense, or omission. 3

If Your Policy Provides Property Or Other First-Party Protection

If your policy provides property or other first-party protection and there's a loss that may be covered under that protection, you must do all of the following in connection with that loss:

1. As soon as possible, tell us or one of our authorized representatives what happened. Include all of the following information:
   - The time, place, and specific nature of the loss.
   - The cause, or likely cause, of the loss.
   - A description of the property involved.
   - The name and address of each person known to be a witness.

   Our United States of America (USA) Claim Call Center is available from anywhere in the USA at any time at the following toll-free telephone number to tell us this information:

   1-800-238-6225

   Also, our Internet web site is available from anywhere at any time at the following address to tell us this information:

   travelers.com

2. Promptly notify the police if a law may have been broken.

3. Do what is reasonable and necessary to protect covered property from further damage or loss. Keep a record of any expenses you incur in taking such action for our possible consideration in any settlement of the loss.

4. Separate damaged property from undamaged property, if feasible, to enable examination by us.

   At our request, make an inventory of damaged or lost property and mail, deliver, or otherwise give that inventory to us.

5. Cooperate with us in the investigation, or any settlement, of the loss.

   Allow us, whenever we reasonably require, to:
   - inspect property involved in or proving the loss;

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- examine, and make copies of, your financial books and records relating to the loss; and
- take samples of property, whether damaged or undamaged, for analysis or testing.

6. Allow us to examine you, or any other person or organization protected under your policy, while:
   - under oath; and
   - not in the presence of any other person protected under your policy.

   We may do this, whenever we reasonably require, about any matter relating to:
   - your property or other first-party protection;
   - the loss; or
   - your financial books and records relating to the loss.

   All persons or organizations protected under your policy that are examined in this manner must sign a copy of their responses.

7. Within 60 days after our request, you must mail, deliver, or otherwise give to us a signed, sworn proof of loss, using a form supplied by us that provides the information we need to consider whether the loss is covered by your policy.

   Within 30 days after we reach agreement with you on what we owe for a covered loss, we'll pay that amount.

If Your Policy Provides Liability Protection

If your policy provides liability protection and there's an accident, act, error, event, incident, offense, or omission that may result in damages or other amounts which may be covered under that protection, you or any other person or organization protected under your policy must do all of the following in connection with that accident, act, error, event, incident, offense, or omission:

1. As soon as possible after having knowledge of the accident, act, error, event, incident, offense, or omission, tell us or one of our authorized representatives what happened. Do this even if no demand against you or any other person or organization protected under your policy has been made.

   Include all of the following information that's reasonably available:
   - The time, place, and specific nature of the accident, act, error, event, incident, offense, or omission.
   - The type of demand that has been or may be made against you or any other person or organization protected under your policy.
   - The name and address of each person or organization that may make a claim or bring a suit.
   - The name and address of each person who may be a witness.
   - The name and address of each person or organization that may be involved and is protected under your policy.

   Our United States of America (USA) Claim Call Center is available from anywhere in the USA at any time at the following toll-free telephone number to tell us this information:

   1-800-787-2851

   Also, our Internet web site is available from anywhere at any time at the following address to tell us this information:

   www.travelers.com

   However, neither we nor any of our authorized representatives need to be told of an accident, act, error, event, incident, offense, or omission that first involves your workers compensation insurance unless the liability protection provided by your policy is likely to be involved.

2. Promptly notify the police if your policy provides auto liability protection and a covered auto under that protection is stolen.

3. As soon as possible after receiving them, mail, deliver, or otherwise give to us a copy of:
   - all written demands made; and
   - all legal documents relating to any suit brought;

   against you or any other person or organization protected under your policy.

4. Cooperate with and, when requested, assist us in:
   - securing and giving evidence;

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- attending hearings and trials;
- obtaining the attendance of witnesses; and
- taking other reasonable steps to help us investigate or settle, or defend a person or organization protected under your policy against, a claim or suit.

5. Not assume any financial obligation or pay out any money, other than for first aid given to others at the time of an accident, without our consent.

When we consider you to have knowledge of an accident, act, error, event, incident, offense, or omission. If you're an individual, we'll consider you to have knowledge of an accident, act, error, event, incident, offense, or omission only if you have knowledge of it or any person has knowledge of it while he or she is your:

- spouse;
- employee and is or acts as your insurance or risk manager or holds a position in your insurance, risk management, or legal department; or
- employee, or authorized person, with a duty given by you to tell us, one of our authorized representatives, or any of the persons described above, about that accident, act, error, event, incident, offense, or omission.

If you're an organization, we'll consider you to have knowledge of an accident, act, error, event, incident, offense, or omission only if any person has knowledge of it while he or she is your:

- partner or co-venturer, or his or her spouse, if you're a partnership or joint venture;
- member or manager if you're a limited liability company;
- trustee if you're a trust;
- shareholder if you're a professional association;
- appointed or elected official if you're a public entity or tribal government;
- director or executive officer if you're a corporation or an other organization;
- employee and is or acts as your insurance or risk manager or holds a position in your insurance, risk management, or legal department; or
- employee, or authorized person, with a duty given by you to tell us, one of our authorized representatives, or any of the persons described above, about that accident, act, error, event, incident, offense, or omission.

However, if:

- you're a partnership, joint venture, limited liability company, trust, or professional association; and
- any of your partners, co-venturers, members, trustees, or shareholders is an organization;

we'll also consider you to have knowledge of an accident, act, error, event, incident, offense, or omission if any person has knowledge of it while he or she is that organization's:

- partner or co-venturer if it's a partnership or joint venture;
- member or manager if it's a limited liability company;
- trustee if it's a trust;
- shareholder if it's a professional association;
- appointed or elected official if it's a public entity or tribal government; or
- director or executive officer if it's a corporation or an other organization.

When we consider other persons or organizations to have knowledge of an accident, act, error, event, incident, offense, or omission. We'll consider any person or organization protected under your policy, other than you, to have knowledge of an accident, act, error, event, incident, offense, or omission if you or any of the persons described in the When we consider you to have knowledge of an accident, act, error, event, incident, offense, or omission section has knowledge of it.

Also, if any such other person protected under your policy is a sole proprietor, we'll consider that sole proprietor to also have knowledge of an accident, act, error, event, incident, offense, or omission if any person has knowledge of it while he or she is that sole proprietor's:

- employee and is or acts as its insurance or risk manager or holds a position in its insurance, risk management, or legal department; or
- employee, or authorized person, with a duty given by that sole proprietorship to tell that sole proprietor, any of the employees described above, that sole proprietorship's insurer, or one of that insurer's authorized representatives, about

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that accident, act, error, event, incident, offense, or omission.

In addition, we'll consider any such organization protected under your policy to also have knowledge of an accident, act, error, event, incident, offense, or omission if any person has knowledge of it while he or she is that organization's:

- partner or co-venturer if it's a partnership or joint venture;
- member or manager if it's a limited liability company;
- trustee if it's a trust;
- shareholder if it's a professional association;
- appointed or elected official if it's a public entity or tribal government;
- director or executive officer if it's a corporation or an other organization;
- employee and is or acts as its insurance or risk manager or holds a position in its insurance, risk management, or legal department; or
- employee, or authorized person, with a duty given by that organization to tell its insurer, one of its insurer's authorized representatives, or any of the persons described above, about that accident, act, error, event, incident, offense, or omission.

Finally, if:

- any organization protected under your policy, other than you if you're an organization, is a partnership, joint venture, limited liability company, trust, or professional association; and
- any of its partners, co-venturers, members, trustees, or shareholders is an organization;

we'll also consider such organization that's protected under your policy to have knowledge of an accident, act, error, event, incident, offense, or omission if any person has knowledge of it while he or she is such partner, co-venturer, member, trustee, or shareholder organization's:

- partner or joint venture if it's a partnership or joint venture;
- member or manager if it's a limited liability company;
- trustee if it's a trust;
- shareholder if it's a professional association;
- appointed or elected official if it's a public entity or tribal government; or
- director or executive officer if it's a corporation or an other organization.

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KNOWLEDGE AND NOTICE OF AN ACCIDENT, ACT, ERROR, EVENT, INCIDENT, OFFENSE, OR OMISSION ENDORSEMENT - FOR NAMED OR DESCRIBED PERSONS OR POSITIONS

This endorsement changes your:

- What To Do If You Have A Loss form; or
- General Rules, if it contains a What To Do If You Have A Loss section.

How Coverage Is Changed

The following replaces the If Your Policy Provides Liability Protection section. This change limits, under item 1 of that section, who must tell us or one of our authorized representatives of an accident, act, error, event, incident, offense, or omission. The duties described in the rest of the items in the If Your Policy Provides Liability Protection section remain unchanged.

If Your Policy Provides Liability Protection

If your policy provides liability protection and there's an accident, act, error, event, incident, offense, or omission that may result in damages or other amounts which may be covered under that protection, all of the following must be done in connection with that accident, act, error, event, incident, offense, or omission:

1. As soon as possible after having knowledge of the accident, act, error, event, incident, offense, or omission, any person who:
   - is named below;
   - holds any position described or named below; or
   - holds any position in any department or unit described or named below;

   in the Name or description section must tell us or one of our authorized representatives what happened.

   That person must do this even if no demand against you or any other person or organization protected under your policy has been made.

   That person must include all of the following information that's reasonably available:
   - The time, place, and specific nature of the accident, act, error, event, incident, offense, or omission.
   - The type of demand that has been or may be made against you or any other person or organization protected under your policy.
   - The name and address of each person or organization that may make a claim or bring a suit.
   - The name and address of each person who may be a witness.
   - The name and address of each person or organization that may be involved and is protected under your policy.

   Our United States of America (USA) Claim Call Center is available from anywhere in the USA at any time at the following toll-free telephone number to tell us this information:

   (1-800-238-6225)

   Also, our Internet web site is available from anywhere at any time at the following address to tell us this information:

   travelers.com

   However, neither we nor any of our authorized representatives need to be told of an accident, act, error, event, incident, offense, or omission that first involves your workers compensation insurance unless the liability protection provided by your policy is likely to be involved.

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2. You or any other person or organization protected under your policy must promptly notify the police if your policy provides auto liability protection and a covered auto under that protection is stolen.

3. You or any other person or organization protected under your policy must, as soon as possible after receiving them, mail, deliver, or otherwise give to us a copy of:
   - all written demands made; and
   - all legal documents relating to any suit brought;

   against you or any other person or organization protected under your policy.

4. You or any other person or organization protected under your policy must cooperate with and, when requested, assist us in:
   - securing and giving evidence;
   - attending hearings and trials;
   - obtaining the attendance of witnesses; and
   - taking other reasonable steps to help us investigate or settle, or defend a person or organization protected under your policy against, a claim or suit.

5. You or any other person or organization protected under your policy must not assume any financial obligation or pay out any money, other than for first aid given to others at the time of an accident, without our consent.

Other Terms

All other terms of your policy remain the same.

Name or description:

Risk Managers Office

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AUTO COVERAGE SUMMARY

TRAVELERS

This Summary shows the coverages, limits, and autos covered by this policy.

Auto Liability Protection

Autos Covered:

SCHEDULED AUTOS

Limits of Coverage:

$5,000,000 PER ACCIDENT

Deductibles:

Auto No Fault Protection

Autos Covered OWNED AUTOS SUBJECT TO THE STATE NO-FAULT LAW.

Limits of Coverage: SEE YOUR AGREEMENT AND ANY OPTIONAL COVERAGE SUMMARY.

Auto Medical Payments Protection

Autos Covered:

SCHEDULED AUTOS

Limits of Coverage (see the Auto Schedule)

Auto Physical Damage Protection

Autos Covered:

NONE

Limits of Coverage (see the Auto Schedule)

Name of Insured PORT AUTHORITY OF NEW YORK &

Policy Number ZBA-12P02601-12-PA

Effective Date 03/01/12

Processing Date 03/23/12 18:07 001

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Uninsured and Underinsured Motorists Protection

Autos Covered:

SCHEDULED AUTOS

Uninsured Limits of Coverage:

FOR THE STATE OF CT
$1,000,000 PER ACCIDENT

FOR THE STATE OF NJ
$1,000,000 PER ACCIDENT

Underinsured Limits of Coverage:

FOR THE STATE OF CT
INCLUDED

FOR THE STATE OF NJ
INCLUDED

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OPTIONAL NO-FAULT COVERAGE SUMMARY
NEW JERSEY

TRAVELERS

This Summary shows the options you have chosen for your auto no-fault protection.

Added Personal Protection

If chosen, these options apply to you and all family members.

Applies to You and All Relatives

Increased Limits of Coverage

Loss of Income	$700 Weekly Unlimited Total
Essential Services	$20 Per Day $14,600 Total
Personal Protection Deductible	$250
Extended Medical Expense Protection	$1,000

No Threshold Option Applies

Named Persons	Coverages
	Added Personal Protection

Name of Insured PORT AUTHORITY OF NEW YORK &

Policy Number ZBA-12P02601-12-PA

Effective Date 03/01/12

Processing Date 03/23/12 18:07 001

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ANTHONY COSCIA
CHRISTOPHER HARTWYK
EDWARD WELCH
ERNESTO BUTCHER
FRANCIS DIMOLA
HOWARD SACKEL
JEFFERY PEARSE
JERRY SPEZIALE
JOHN DROBNY
KAREN EASTMAN
LASH GREEN
LILLIAN VALENTI
MARY LEE HANNELL
MICHAEL DEPALLO
MICHAEL FABIANO
MICHAEL FEDORKO
MICHAEL FRANCOIS
MICHAEL NESTOR
RICHARD LARRABEE
RICHARD ROPER
ROBERT VAN ETTEN
STEPHEN SIGMUND
STEVEN PLATE
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NEW YORK MANDATORY PERSONAL INJURY PROTECTION AND SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE SUMMARY

TRAVELERS

This summary shows the limits of your Personal Injury Protection and Supplementary Uninsured/Underinsured Motorists Protection. Only those coverages that actually show a limit, deductible or other value for that coverage will apply.

Mandatory Personal Injury Protection	**Coverage Limits**	**Premium**
Medical, Work Loss, And Other Expense		
Combined	50,000	INCL.
Work Loss	2,000	INCL.
Other Expense	25	INCL.
Death Benefit	2,000	INCL.
Optional Basic Economic Loss	25,000	INCL.
Other Personal Injury Protection Options		
Added Limits Medical, Work Loss, And Other Expense		
Combined	100,000	INCL.
Work Loss	2,000	INCL.
Other Expense	INCL.	INCL.
Death Benefit	3,000	INCL.
Exclusion of Medical Expense Benefits (Applies to)		
Personal Injury Protection Deductible:	-0-	
Aggregate Personal Injury Protection Benefits*	INCL.	INCL.

Supplementary Uninsured/Underinsured Motorists Protection (SUM)**

1,000,000

Uninsured Motorists Protection
Required Limits-*(For accidents in NY if Supplementary Uninsured/Underinsured Limits aren't shown)*

Optional Limits *(For accidents in the coverage territory)*

**Note: All premiums shown above are annual. However, the Aggregate Personal Injury Protection Benefit is the final premium and reflects any applicable underwriting and/or pro-rata adjustments.*

***Note: The maximum amount payable under SUM coverage shall be the policy's 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 endorsements.*

Name of Insured PORT AUTHORITY OF NEW YORK &

Policy Number ZBA-12P02601-12-PA

Effective Date 03/01/12

Processing Date 03/23/12 18:07 001

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Coverages for Named Persons

See Above

Named Persons:

Beecher, D. and Spouse
Blanco, A. and Spouse
Brill, J. and Spouse
Buchbinder, D. and Spouse
Goldstein, W. and Spouse
Larrabee, R. and Spouse
Roper, R. and Spouse
Russell, C. and Spouse
Shorris, A. and Spouse

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AUTO SCHEDULE

TRAVELERS

Auto	Year	Make	Type	VIN/Serial	Location
0001	2008	FORD	ESCAPE	1FMCU59H28KD74256	ABERDEEN NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0002	2008	FORD	TAURUS	1FAHP25W28G143547	OLD BRIDGE NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒				☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0003	2008	CHEVY	TAHOE	1GNFK13508R236404	TENAFLY NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Name of Insured PORT AUTHORITY OF NEW YORK &

Policy Number ZBA-12P02601-12-PA

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Processing Date 03/23/12 18:07 001

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Auto	Year	Make	Type	VIN/Serial	Location
0004	2008	TOYO	HIGHLANDER	JTEEW41A282024086	WHITESTONE NY

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0005	2008	FORD	ESCAPE	1FMCU59H68KD74258	JERSEY CITY NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0006	2008	NISSAN	ALTIMA	1N4CL21E08C284532	HOBOKEN NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒				☐	

Who We'll Pay for Physical Damage Loss, You and:

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AUTO SCHEDULE

TRAVELERS

Auto	Year	Make	Type	VIN/Serial	Location
0007	2008	FORD	ESCAPE	1FMCU59H48K074257	BROOKLYN NY

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0008	2008	FORD	ESCAPE	1FMCU59H08KA90043	HAMILTON NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0009	2008	FORD	ESCAPE	1FMCU59H58KA90040	SOUTH ORANGE NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

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Auto	Year	Make	Type	VIN/Serial	Location
0010	2008	CHEVROLET	TAHOE	1GNFK13588R236296	TENAFLY NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0011	2008	FORD	ESCAPE	1FMCU59468KE43210	PEEKSKILL NY

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0012	2009	CHEVROLET	MALIBU	1G1ZF57529F207917	WESTPORT CT

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

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AUTO SCHEDULE

TRAVELERS

Auto	Year	Make	Type	VIN/Serial	Location
0013	2009	FORD	ESCAPE	1FMCU59349KC38345	NANUET NY

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0014	2008	TOYO	HIGHLANDER	JTEEW41A682024592	BROOKLYN NY

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0015	2008	FORD	ESCAPE	1FMCU59H98KD74254	LONG ISLAND NY

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

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Auto	Year	Make	Type	VIN/Serial	Location
0016	2010	FORD	EXPLORER	1FMEU7DE8AUA36985	HAMILTON NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0017	2008	NISSAN	ALTIMA	1N4CL21E68C280940	WARREN NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒				☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0018	2010	CHEVROLET	SUBURBAN	1GNUKHE32AR215882	GLEN RIDGE NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

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AUTO SCHEDULE

TRAVELERS

Auto	Year	Make	Type	VIN/Serial	Location
0019	2010	TOYOTA	HIGHLANDER	JTEBW3EH7A2043162	RUTHERFORD NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0020	2010	TOYO	HIGHLANDER	JTEBW3EH2A2043022	LARCHMONT NY

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0021	2010	TOYOT	HIGHLANDER	JTEBW3EH0A2043150	VALLEY STREAM NY

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Name of Insured PORT AUTHORITY OF NEW YORK &

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Auto	Year	Make	Type	VIN/Serial	Location
0022	2010	TOYOTA	HIGHLANDER	JTEBW3EH9A2042983	WARREN NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0023	2010	CHEVROLET	IMAPLA	2G1WA5EK1A1256807	HOBOKEN NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0024	2010	TOYOTA	HIGHLANDER	JTEBC3EH6B2000457	MONTCLAIR NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

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AUTO SCHEDULE

TRAVELERS

Auto	Year	Make	Type	VIN/Serial	Location
0025	2010	TOYOTA	HIGHLANDER	JTEBC3EH4B2000473	OLD BRIDGE NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0026	2010	TOYOTA	HIGHLANDER	JTEDK3EHXA2164207	SHORT HILLS NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0027	2008	TOYOTA	HIGHLANDER	JTEEW41A082023387	WAYNE NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Name of Insured PORT AUTHORITY OF NEW YORK &

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Auto	Year	Make	Type	VIN/Serial	Location
0028	2008	FORD	ESCAPE	1FMCU59H38KA90036	NEW YORK NY

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0029	2008	FORD	ESCAPE	1FMCU59H78KA90041	MIDDLETOWN NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0030	2009	TOYOTA	HIGHLANDER	JTEEW41A292037213	SOUTH ORANGE NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

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AUTO SCHEDULE

TRAVELERS

Auto	Year	Make	Type	VIN/Serial	Location
0031	2009	TOYOTA	HIGHLANDER	JTEEW41A992037211	WEST ORANGE NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0032	2008	CHEVY	TAHOE	1GNFK13508R219007	PORT WASHINGTON NY

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☒	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0033	2008	FORD	ESCAPE	1FMCU59H98KA90042	JERSEY CITY NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

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Auto	Year	Make	Type	VIN/Serial	Location
0034	2011	FORD	ESCAPE	1FMCU5K34BKB60603	NEW PROVIDENCE NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0035	2010	TOYOTA	HIGHLANDER	JTEBW3EHXA2040644	SCOTCH PLAINS NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location
0036	2008	TOYOTA	HIGHLANDER	JTEEW41A782023760	SHORT HILLS NJ

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

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AUTO SCHEDULE

TRAVELERS

Auto	Year	Make	Type	VIN/Serial	Location
0037	2008	FORD	ESCAPE	1FMCU59H18KA90035	NEW YORK NY

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☒	☒	☐	$5,000			☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☐	☐	☐				☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☐	☐	☐				☐	

Who We'll Pay for Physical Damage Loss, You and:

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Auto	Year	Make	Type	VIN/Serial	Location

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☐	☐	☐				☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☐	☐	☐				☐	

Who We'll Pay for Physical Damage Loss, You and:

Auto	Year	Make	Type	VIN/Serial	Location

Liab	UM	No-Fault	Med Pay	Deductible Comp	Deductible Coll	Spec Perils	Combined Physical Damage
☐	☐	☐				☐	

Who We'll Pay for Physical Damage Loss, You and:

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AUTO LIABILITY PROTECTION

We've designed this agreement to protect against liability claims involving covered autos. Of course there are some limitations, which are explained later in this agreement

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What This Agreement Covers

We'll pay amounts you and others protected under this agreement are legally required to pay for a covered bodily injury or property damage claim resulting from an accident involving the ownership, use, maintenance, loading or unloading of a covered auto.

Bodily injury means any physical harm to a person's health including sickness or disease. If a bodily injury is covered, we'll cover damages for care, loss of services or death resulting from the injury.

Property damage means any damage to tangible property of others. This includes loss of use of the damaged property.

Injury or damage. When we say injury or damage we mean bodily injury or property damage.

Accident means any event that results in bodily injury or property damage that the protected person didn't expect or intend to happen.

Autos are cars, trucks, trailers, semi-trailers and other land vehicles designed for travel on public roads, but not mobile equipment unless it's carried or towed by a covered auto.

Mobile equipment means the following types of land vehicles:

- Those that don't have to be licensed.
- Those designed for use mainly off public roads.
- Those kept for use only on your premises or that part of a road or other access adjacent to your premises.
- Those used only to provide mobility for permanently attached specialized equipment. For example, these include, well drilling rigs, power cranes, welding machines and similar equipment.
- Specialized equipment like bulldozers, rollers, graders, farm machinery and similar equipment.

What do we mean by loading or unloading? Loading means the handling of property only after it's moved from the place where it's accepted for transportation by auto until placed in or on a covered auto. Unloading means the handling of property only after it's moved from the covered auto until set in the place where it is finally delivered.

Additional benefits. All of the following benefits are in addition to the limit of coverage. However, we won't defend a suit or pay a claim after the limit of coverage has been used up in paying judgments or settlements.

Defending lawsuits. We'll defend any suit brought against you or any other protected person for covered claims, even if the suit is groundless or fraudulent. We have the right to investigate, negotiate and settle any suit or claim if we believe that is proper. We'll pay all costs of defending the suit, including interest on that part of any judgment that doesn't exceed the limit of coverage.

Legal bonds. We'll pay premiums for appeal bonds, or bonds to release property that's being used to secure a legal obligation, that are required in a suit we defend. We'll pay premiums for bonds valued up to the limit of coverage. We'll also pay up to $250.00 for bail bonds required because of a covered accident, including bonds for related traffic law violations. But we're not obligated to furnish these bail bonds.

Expenses related to defense. We'll also pay all reasonable costs that you or any protected person incur at our request while

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helping us investigate or defend a claim or suit. This includes up to $50.00 per day for actual loss of earnings. For example, if someone sues you, we may ask you to be a witness in a trial. If you lose earnings as a result, we'll pay up to $50.00 per day for earnings you actually lose.

Who Is Protected Under This Agreement

Protected persons are people and organizations protected under this agreement. Each is protected separately. However, the limits of coverage shown in the Coverage Summary are shared by all protected persons.

Here's a list of "protected persons" and certain limitations on their liability protection.

1. You.

2. Anyone to whom you've given permission to use a covered auto you own, rent or borrow. However, we won't protect:
   - the owner of an auto you rent or borrow if the owner is an employee of yours or a member of an employee's household;
   - anyone while working in the business of selling, servicing, repairing or parking autos, unless the business is yours;
   - anyone while moving property to or from an auto, unless he or she is one of your employees, a person who leases or borrows an auto from you, or any of that person's employees.
   - any partner of yours while using an auto owned by a partner or member of the partner's household.

3. Anyone legally responsible for the actions of a protected person, to the extent of that responsibility. But we won't protect the owner or anyone else from whom you rent or borrow a covered auto unless it is a trailer connected to a covered auto you own.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement. Autos always include trailers with a load capacity of 2000 lbs. or less that are designed for use on public roads.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

- Newly acquired autos.
If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any auto. If this is shown in the Coverage Summary, we'll cover any auto, including owned, non-owned and hired autos.

Private passenger autos only. If this is shown in the Coverage Summary, we'll cover any owned auto of the private passenger type.

Private passenger type autos mean ordinary private passenger cars and station wagons. They also include pick-ups and vans as long as they are not used for business purposes.

Commercial autos only. If this is shown in the Coverage Summary, we'll cover any owned auto which is not of the private passenger type.

Hired autos only. If this is shown in the Coverage Summary, we'll cover autos you hire, rent or borrow. This doesn't include autos you lease, hire, rent or borrow from any of your employees or members of their households.

Non-owned autos only. If this is shown in the Coverage Summary, we'll cover autos you don't own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or personal affairs. If you're a partnership, we won't consider any auto owned by a partner or by a member of the partner's household to be a non-owned auto.

Optional partnership coverage. If this is shown in the Coverage Summary, we'll protect your partnership against liability claims that result when any of your partners uses an auto owned by the partner or by a member of his or her household for your business. We'll also protect the remaining

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partners against liability claims, but we won't protect the owner of the auto.

Where And When We Cover

We cover accidents that take place in the United States of America, its territories or possessions, Puerto Rico or Canada while this agreement is in effect. We also cover accidents that take place while a covered auto is being transported between any of these places.

Limits Of Coverage

Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for the combined total of all bodily injury and property damage claims that result from any one accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made.

Split limits. If split limits are shown, three limits apply to the amount we'll pay.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.
- Property damage in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident.

Property damage in one accident limit. This is the most we'll pay for all property damage claims that result from any one accident.

We'll consider all injury and damage caused by continuous or repeated exposure to the same conditions to be the result of one accident.

Increased out-of-state limit. When an auto is in a state other than the one in which it's licensed, we'll increase the limit of coverage to meet the minimum limit required by law in the state where the auto is being used. We'll also provide the minimum amounts and kinds of other coverage, such as "no-fault" required by that state for out-of-state vehicles. But we won't pay more than once for the same loss because of these extended limits.

Liability Deductibles

The Coverage Summary may show that your agreement is subject to a deductible. If so, we'll pay covered claims over the deductible amount up to the limit of coverage that applies. You'll be responsible for the deductible amount shown. We'll pay the deductible to settle the claim. In return, you agree to repay us the deductible amount as soon as we notify you of the settlement.

Here's a list of the deductibles that may apply.

Single limit Liability deductible. This applies to the total of all Bodily injury and Property damage claims arising out of any one accident, when a single limit of coverage applies.

Bodily injury deductible to each person. This applies to Bodily injury claims for each person arising out of any one accident.

Bodily injury deductible in one accident. This applies to the total of all Bodily injury claims arising out of any one accident.

Property damage deductible. This applies to the total of all Property damage claims arising out of any one accident.

Exclusions - Claims We Won't Cover

Contractual liability. We won't cover any claim based on liability assumed under a contract or agreement.

Workers' compensation. We won't cover obligations that protected persons or their insurance companies have under workers' compensation, unemployment compensation, disability benefits or similar laws. Nor will we cover your obligation to repay money someone else paid because of bodily injury to an employee of yours or any protected person.

On-the-job. We won't cover any claim for bodily injury to an employee of yours or any protected persons' arising out of his or her job. But we will cover injury that occurs in the course of domestic employment, unless the employment is covered by workers' compensation.

Injury to a fellow employee. We won't cover any claim for bodily injury to a fellow

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employee of any protected person arising out of his or her job.

Property in your care. We won't cover any claim for damage to property owned by, transported by or in the care, custody or control of a protected person.

Handling of property. We won't cover any claim for Bodily injury or Property damage resulting from handling of property except when loading or unloading a covered auto.

We also won't cover any damage resulting from moving property by a mechanical device not attached to an auto. For example, a forklift or a conveyor. We won't consider a hand truck to be a mechanical device.

Pollution. We won't cover injury or damage caused by the discharge, dumping, dispersal, release or escape of:

- smoke, vapor, soot or fumes;
- acids, alkalis, toxic chemicals, liquids or gases; or
- waste material or other irritants or contaminants.

But this exclusion won't apply if discharge, dumping, dispersal, release or escape is sudden and accidental.

Nuclear energy liability. We won't cover liability for which you or other protected persons are covered under a nuclear energy liability policy issued by a group such as one of the following:

- The American Nuclear Insurers;
- The Mutual Atomic Energy Liability Underwriters; or
- The Nuclear Insurance Association of Canada.

Nor will we cover a liability that would have been covered by a policy of one of those groups if its limit hadn't been used up.

We won't cover claims resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material in any of these four situations:

1. You or other protected persons are required by law to maintain financial protection for nuclear events. Or you or they are entitled or would have been entitled had this policy not been issued, to indemnity for nuclear events from the United States.

2. The injury or damage arises out of services or materials you or any protected person furnish in connection with the planning, construction, maintenance, operation or use of a nuclear facility. If the nuclear facility is in the United States of America, its territories or possessions or Canada, this paragraph applies only to damage to the facility and any property at its site. Such damage includes all forms of radioactive contamination.

3. The nuclear material is located at, or at any time discharges from, any nuclear facility that is owned or operated by you or any protected person. Nor will we cover such claims if the nuclear facility owned by you or any protected person is operated by others.

4. The nuclear material is contained in spent fuel or waste that you, any protected person, or others acting for either, have at any time possessed, transported or disposed of.

Nuclear material means source material, special nuclear material or by-product material as defined under the federal Atomic Energy Act.

Nuclear facilities are any of the following:

- Nuclear reactors.
- Enrichment plants.
- Fuel or spent fuel handling, storing or disposing of nuclear waste.
- A location containing more than 25 grams of plutonium or uranium 233 combined, or more than 250 grams of uranium 235.

Nuclear waste is waste from any of the first three nuclear facilities named above which contains by-product material. But we won't consider waste to include tailings or other wastes from the processing of ore to extract or concentrate uranium or thorium to produce source material.

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

Other Insurance

This agreement provides primary insurance for covered autos you own and excess insurance for those you don't own. Excess insurance applies after other collectible insurance has been used up.

However, when a covered trailer is connected to a covered auto, it is covered just as that auto is. So, if a trailer you own is connected to a covered auto you don't

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own, this insurance will be excess. If a covered trailer you don't own is connected to a covered auto you own, this insurance will be primary.

Insurance written with another company. When this agreement and other insurance collectible from someone else apply to a loss on the same primary or excess basis, we'll pay only our share of your loss. We'll pay the same proportion of your loss that our limit is of the total of all applicable policy limits. But we won't pay more than our limit.

Insurance written under another policy with our company. When this agreement and other insurance written by us, both apply to the same loss, the most we will pay is the highest limit of coverage that applies under any one policy. When the other insurance written by us is intended to be excess over this agreement, this paragraph does not apply.

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DESCRIBED AUTOS AS COVERED AUTOS ENDORSEMENT

This Endorsement changes the insuring agreement or agreements designated below. A blank space indicates that this endorsement doesn't apply to that protection.

- ☒ Auto Liability Protection.
- ☐ Auto Physical Damage Protection.
- ☒ Auto Medical Payments Protection.
- ☒ Uninsured Motorists Protection.
- ☒ Underinsured Motorists Protection.
- ☐ Uninsured And Underinsured Motorists Protection.

How Coverage Is Changed

There are two changes described below.

1. The following is added to the Which Autos Are Covered section of any Auto Liability Protection, any Auto Physical Damage Protection, or any Auto Medical Payments Protection to which this endorsement applies. This change explains what we mean by described autos.

   Described autos means any auto described in the Described Autos As Covered Autos Endorsement.

2. The following is added to the Which Autos Are Covered section of any Uninsured Motorists Protection, any Underinsured Motorists Protection, or any Uninsured And Underinsured Motorists Protection to which this endorsement applies. This change explains what we mean by described autos.

   Described autos. If this is shown in the Coverage Summary, only the type or types of autos described in the Described Autos As Covered Autos Endorsement are covered autos.

Other Terms

All other terms of your policy remain the same.

Described autos

Any auto you don't own:
* that is being used as a temporary substitute for a covered auto you owned shown in the auto schedule; and
* that is being used by an employee shown below.

EMPLOYEES: 1 OF 2

1) ANNE MARIE MULLIGAN	7) CRUZ RUSSELL	13) HOWARD FISHER
2) ANTHONY COSCI	8) DARRELL BUCHBINDER	14) HOWARD SACKEL
3) BRIAN LACEY	9) DAVID TWEEDY	15) JEFFERY PEARSE
4) CEDRICK FULTON	10) EDWARD WELCH	16) JERRY SPEZIALE
5) CHRISTOPHER HARTWYK	11) ERNESTO BUTCHER	17) JOHN DROBNY
6) CHRISTOPHER WARD	12) FRANCIS DIMOLA	18) KAREN EASTMAN

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DESCRIBED AUTOS AS COVERED AUTOS ENDORSEMENT

This Endorsement changes the insuring agreement or agreements designated below. A blank space indicates that this endorsement doesn't apply to that protection.

☒ Auto Liability Protection.

☐ Auto Physical Damage Protection.

☒ Auto Medical Payments Protection.

☒ Uninsured Motorists Protection.

☒ Underinsured Motorists Protection.

☐ Uninsured And Underinsured Motorists Protection.

How Coverage Is Changed

There are two changes described below.

1. The following is added to the Which Autos Are Covered section of any Auto Liability Protection, any Auto Physical Damage Protection, or any Auto Medical Payments Protection to which this endorsement applies. This change explains what we mean by described autos.

   Described autos means any auto described in the Described Autos As Covered Autos Endorsement.

2. The following is added to the Which Autos Are Covered section of any Uninsured Motorists Protection, any Underinsured Motorists Protection, or any Uninsured And Underinsured Motorists Protection to which this endorsement applies. This change explains what we mean by described autos.

   Described autos. If this is shown in the Coverage Summary, only the type or types of autos described in the Described Autos As Covered Autos Endorsement are covered autos.

Other Terms

All other terms of your policy remain the same.

Described autos

Any auto you don't own:
* that is being used as a temporary substitute for a covered auto you owned shown in the auto schedule; and
* that is being used by an employee shown below.

EMPLOYEES: 2 OF 2

19) LASH GREEN	25) MICHAEL FABIANO	31) RICHARD LARRABEE
20) LILLIAN VALENTI	26) MICHAEL FEDORKO	32) ROBERT SUDMAN
21) LOUIS LACAPRA	27) MICHAEL FRANCOIS	33) ROBERT VAN ETTEN
22) MARK HOFFER	28) MICHAEL MASSIAH	34) STEVEN PLATE
23) MARY LEE HANNELL	29) MICHAEL NESTOR	35) SUSAN BAER
24) MICHAEL DEPALLO	30) PETER ZIPF	36) THOMAS LUBAS
		37) WILLIAM BARONI

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PUBLIC SECTOR SERVICES
PUBLIC ENTITY AUTO LIABILITY ENDORSEMENT

This endorsement changes your Auto Liability Protection.

How Coverage Is Changed

There are nine changes which are explained below.

1. The following replaces the Bail bonds section. This change broadens coverage.

   Bail bonds. We'll pay up to $2,500 of the cost of bail bonds that are required because of accidents or violations of traffic laws. But only if the accidents or violations result from the use of a vehicle to which the bodily injury liability coverage under this agreement applies. We don't have to furnish such bonds.

2. The following replaces the Expenses incurred by protected persons section. This change broadens coverage.

   Expenses incurred by protected persons. We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or defend a claim or suit. But we won't pay more than $500 per day for earnings actually lost by the protected person because of time taken off from work.

3. The following replaces the Corporation or other organization section. This change replaces corporation with public entity.

   Public entity or other organization. If you are named in the Introduction as a public entity or other organization, you are a protected person for the use of a covered auto.

   Other organization includes a corporation, joint power authority, limited liability company, or tribal government.

   If you are named in the declarations as a corporation, your stockholders are protected persons, but only for their liability as your stockholders.

4. The following definitions are added to the Any permitted user section.

   Employee includes a leased worker, other than a leased temporary worker.

   Leased worker means any person who:
   - is hired from an employee leasing firm under a contract or agreement between the hirer and that firm; and
   - is performing duties related to the conduct of the hirer's business.

   Volunteer worker means any person other than:
   an employee; or
   a leased temporary worker.

   Employee leasing firm means any person or organization who hires out workers to others. It includes any:
   - employment agency, contractor, or service;
   - labor leasing firm; or
   - temporary help service.

   Leased temporary worker means a leased worker who is hired to:
   - temporarily take the place of a permanent employee on leave; or
   - meet seasonal or short-term workload conditions.

5. The following is added to the Who Is Protected Under This Agreement section. This change broadens coverage.

   Elected or appointed officials and members. Any of your elected or appointed officials, directors, or executive officers, or members of any of your agencies, boards, or commissions, are protected persons:
   - only for the conduct of their duties as your elected or appointed officials, directors, executive officers, or members; and

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- only for the use of a covered auto.

Volunteer workers. Any volunteer worker of yours is a protected person for the use of a covered auto, but only for activities or work they conduct or perform:

- at your direction; and
- within the scope of their duties for you.

Owner of a commandeered auto. The owner of a commandeered auto is a protected person while the commandeered auto is in your temporary care, custody, or control.

Commandeered auto means any auto that you commandeer, or take without permission, for the purpose of performing emergency operations, such as firefighting or law enforcement activities.

6. The following is added to the Mobile equipment definition in the What This Agreement Covers section. This change broadens coverage.

   We'll consider any land motor vehicle, trailer, or semi-trailer you own or lease that's designed for use on public roads to be an auto and not mobile equipment. But only if we had considered such vehicle, trailer, or semi-trailer to be mobile equipment because:

   - it wasn't required to be licensed because you're a government body; or
   - it was used only on roads you own.

7. The following is added to the Intentional or expected bodily injury or property damage exclusion. This change broadens coverage.

   But we won't apply this exclusion to intentional bodily injury or property damage that results from the use of reasonable force to protect people or property.

8. The following is added to the Exclusions - What This Agreement Won't Cover Section. This change excludes coverage.

   Health care professional services. We won't cover bodily injury or property damage resulting from the performance of or failure to perform health care professional services.

   Health care professional services includes:

   - any dental, medical, mental, nursing, surgical, x-ray, or other health care professional service, including any advice, instruction, food, or beverage provided with such service;
   - the dispensing of drugs or medical or dental supplies and appliances; and
   - the handling or treatment of corpses, including autopsies, organ donations, and other postmortem procedures.

9. The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

   On-the-job-injury. We won't cover injury to any volunteer firefighter or other volunteer worker of a protected person if the volunteer is injured while:

   - using or maintaining a covered auto; or
   - engaged in other volunteer firefighting, rescue squad, or ambulance activities of a protected person.

   Injury to fellow workers. We won't cover injury to any protected person's fellow volunteer firefighters, rescue squad workers, or ambulance workers while such persons are acting within the scope of their duties.

   However, we won't apply this exclusion if "Injury to fellow workers" is shown in the Coverage Summary.

Other Terms

All other terms of your policy remain the same.

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AUTOS RENTED BY EMPLOYEES ENDORSEMENT

This endorsement changes your Auto Liability Protection and your Auto Physical Damage Protection.

How Coverage Is Changed

There are two changes that are explained below. These changes broaden coverage.

1. The definition of hired autos in the Which Autos Are Covered section is changed as follows.

   Hired autos means any auto that you hire, rent, lease, or borrow from others, other than your employees or members of their households. Hired autos includes any autos that any employee of yours hires, rents, leases, or borrows from others in that employee's name with your permission while performing duties related to the conduct of your business. We'll consider any auto that you lease for a period of 6 months or more to be an auto that you own. However any auto that has been rented, leased, hired, or borrowed with a driver is not a covered auto.

2. The following is added to the Who is Protected Under This Agreement section. This change applies to your Auto Liability Protection.

   Employees renting covered autos. Any of your employees while operating a covered auto that has been rented, leased, hired, or borrowed from others in that employee's name with your permission while performing duties related to the conduct of your business.

Other Terms

All other terms of your policy remain the same.

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DRIVE OTHER CAR ENDORSEMENT

This endorsement changes your Commercial Auto Insurance.

How Your Coverage Is Changed

Your Commercial Auto Insurance is broadened to include the following changes. This endorsement only provides the coverages shown.

For this endorsement:

Covered auto means an auto you don't own, hire or borrow if:

- the auto isn't owned by the person named or by anyone in the same household.; and
- the auto isn't being used in the business of selling, servicing, repairing or parking autos.

Liability Protection

Any person named for Drive Other Car Coverage below is protected while using a covered auto. That person's spouse is also protected if living in the same household.

Auto Medical Payments and Uninsured Motorists Protection

Any persons named for Drive Other Car Coverage below, including family members, are protected while in or struck by a covered auto.

Family member means anyone related to the named person by blood, marriage or adoption and is living in the same household. This includes a ward or foster child.

Physical Damage Protection

A private passenger type auto that's a covered auto has the kinds of Physical Damage Protection shown below. But only while in the care of the person named for Drive Other Car Coverage, or that person's spouse.

Other Terms

All other terms of your agreement remain the same.

Drive Other Car Coverage

Persons Covered	Coverages
ALAN RHOME	Liability
ANNE MARIE MULLIGAN	
ANTHONY COSCIA	
ARTHUR CIFELLI	
BRIAN LACEY	
CHRISTOPHER HARTWYK	
CHRISTOPHER WARD	
CRUZ RUSSELL	
DARRELL BUCHBINDER	
DAVID TWEEDY	
DIANA BEECHER	
EDWARD WELCH	
ERNESTO BUTCHER	
FRANCIS DIMOLA	

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FRANK LOMBARDI
HOWARD FISHER
HOWARD SACKEL
JOHN BRILL
JOHN DROBNY
KAREN EASTMAN
LASH GREEN
LILLIAN VALENTI
LOUIS LACAPRA
MARK HOFFER
MARY LEE HANNELL
MICHAEL DEPALLO
MICHAEL FABIANO
MICHAEL FEDORKO
MICHAEL FRANCOIS
MICHAEL MASSIAH
MICHAEL NESTOR
PAUL BLANCO
RICHARD LARRABEE
RICHARD ROPER
ROBERT VAN ETTEN
STEPHEN SIGMUND
STEVEN PLATE
SUSAN BAER
VICTORIA KELLY

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MOBILE EQUIPMENT BROADENING ENDORSEMENT

This endorsement changes your Commercial Auto Protection

How Your Coverage Is Changed

The definition of "Mobile equipment" in your agreement is replaced by the following.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment also includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it travels under its own power and has permanently attached specialized equipment or equipment designed primarily for:

- snow removal;
- road maintenance - but not construction or resurfacing; or
- street cleaning.

Specialized equipment means:

- air compressors, pumps or generators;
- building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment; and
- cherry pickers or similar devices used to lift workers.

We won't cover bodily injury or property damage that results from the operation of this specialized equipment.

The following exclusion is added to your agreement.

Completed work. We won't cover loss or damage that results from your completed work. This includes the work you've performed, your products or any of their parts, warranties or representations about fitness, quality, durability or performance.

Your work is completed when your contract is complete. But for multi - job site contracts, your work is considered to be complete for a particular job site when all the work is complete at that site. But only for that site.

Other Insurance

The following is added to the Other Insurance section of your agreement.

Insurance that protects you against liability assumed under a covered contract is primary insurance. When there is other collectible insurance that applies to the loss on the same primary basis, we'll pay our share of the loss. Our share will be the same proportion that our Limit of Coverage is to the total limits of all policies covering on the same basis.

Other Terms

All other terms of your policy remain the same.

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UNINSURED AND UNDERINSURED MOTORISTS PROTECTION – CONNECTICUT

We've designed this agreement to cover damages for bodily injury caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured or underinsured vehicle.

This agreement provides coverage for covered autos licensed or mainly garaged in Connecticut.

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What This Agreement Covers

We'll pay compensatory damages you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured or underinsured vehicle if the damages result from an accident that causes bodily injury to the protected person.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the uninsured or underinsured vehicle.

Also, any claim for such damages must be made within three years from the date of the accident to be covered under this agreement.

But this limitation won't apply to accidents involving underinsured vehicles if:

- you notify us within the three year period that a protected person may have a claim pertaining to an underinsured vehicle; and
- you begin a claim or suit or make a demand for arbitration at least 180 days from the date that the limits of coverage for all applicable liability policies or bonds that were available as of the date of the accident have been used up.

We have no obligation to pay if a suit is brought without our written consent.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy or bond at the time of an accident.

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- for which an insurance or bonding company legally denies coverage or becomes insolvent.
- which is a hit and run vehicle.

A hit and run vehicle is a land motor vehicle or trailer that causes bodily injury to a protected person and the owner or driver cannot be identified. We'll cover such bodily injury whether or not the vehicle actually hits a protected person, a covered auto or an auto a protected person is in. However if there is no physical contact, the protected person must prove, from evidence that is sufficient to convince us, that the bodily injury was actually caused by the hit and run vehicle.

An underinsured vehicle is a land motor vehicle or trailer for which the total of all bodily injury liability policies or bonds that apply at the time of an accident is less than the limit of coverage provided by this agreement.

However, we won't consider the following to be uninsured or underinsured vehicles:

- vehicles designed for use mainly off public roads;
- vehicles that are operated by any self insurer under any applicable motor vehicle law. But this doesn't apply to a self insurer that becomes insolvent and can't provide the limits required by law; or
- vehicles that are owned by any unit of government.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

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Autos required by law to be covered. If this is shown in the Coverage Summary, all autos you own for which the state requires you to provide Uninsured and Underinsured Coverage will be considered covered autos.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your Family members are protected persons.

Family members means persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member.

Anyone else in a covered auto. Anyone else while in an auto that's a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

We'll consider all injury and damage caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury caused by any one accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

Split limits. If split limits are shown, two limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services or death that results from covered injury.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services or death that results from covered injury.

Limitations on amounts payable. No one will be entitled to be paid more than once for the same loss from coverage under this

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agreement and also any other insuring agreement.

We will not make a payment under this agreement to the extent that payment has also been made to a protected person by or for someone who is legally responsible for the damages.

We will not pay for any part of damages for which a protected person is also entitled to be paid under any workers compensation, disability benefit, or similar law.

Our payment for damages under this agreement begins only after all other liability policies and bonds have been used up by judgments or settlements.

Exclusions – What This Agreement Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

Owned autos. We won't cover injury to you or any family member when in or struck by an uninsured or underinsured auto you own.

Other autos. We won't cover:

- bodily injury to you if you are injured in or struck by an auto you own which is not a covered auto under this agreement;
- bodily injury to any family member who is injured in or struck by an auto the family member owns which is not a covered auto under this agreement; or
- bodily injury to any family member who is injured in or struck by an auto you own which is not a covered auto under this agreement.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar laws.

Actions taken without our consent. We won't cover any claim that is settled without our consent.

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Other Insurance

When other insurance that also covers damages for bodily injury applies, the following rules will be followed.

When this agreement and other insurance both apply to the same loss the most we'll pay is the highest limit of coverage that applies for any one vehicle under any one policy.

This agreement provides excess insurance for autos you don't own. Excess insurance applies after other collectible uninsured and underinsured motorists insurance has been used up.

When this agreement and other collectible uninsured or underinsured motorists insurance apply to a loss on the same primary, secondary, or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Changes In General Rules

Recovering damages from a third party. The Recovering Damages From A Third Party Section of the General Rules is replaced by the following. But only for this agreement.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

Protected persons won't assign their rights to us to recover against a third party for bodily injury before settlement or judgment.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

A protected person can make a written demand for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured or underinsured vehicle; or
- the amount of damages.

Arbitration will take place in the county where the protected person lives, unless we

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both agree otherwise. Local law will apply to evidence and arbitration procedures.

If arbitration is demanded for an amount of $40,000 or less, we and the protected person will choose a single arbitrator to settle the disagreement. A decision made by the arbitrator will be binding. We and the protected person will each pay our own expenses and share the expenses of the arbitrator equally.

If the amount demanded is greater than $40,000, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a third arbitrator within 30 days, either arbitrator can request a judge of a court having jurisdiction to select the third. A decision agreed to by two of the arbitrators will be binding. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section is changed by adding the following.

You must promptly:

- send us copies of any legal papers if a suit is brought; and
- notify the police if an unidentified driver hits you or another protected person.

Underinsured Motorists Conversion Coverage Option

If the Coverage Summary shows that you have selected Underinsured Motorists Conversion Coverage, two changes apply to coverage given by this agreement.

1. The following replaces the definition of Underinsured vehicle.

   An underinsured vehicle is a land motor vehicle or trailer for which the total of all payments received by a protected person from or on behalf of a person responsible is less than the fair, just and reasonable damages of that protected person.

2. The limitations on amounts payable for this policy's Auto Liability Protection and Workers Compensation insurance doesn't apply.

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UNINSURED AND UNDERINSURED MOTORISTS PROTECTION
NEW JERSEY

We've designed this agreement to cover damages for bodily injury and property damage caused by an accident which the named insured or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured or underinsured vehicle.

This agreement provides coverage for covered autos registered or mainly garaged in New Jersey.

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What This Agreement Covers

We'll pay compensatory damages the named insured and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured or underinsured vehicle.

The damages must result from an accident that causes bodily injury to the protected person or property damage. The owner or driver's liability must result from owning, maintaining or using the uninsured or underinsured vehicle.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Property damage means damage or destruction of:

- a covered auto
- property contained in any covered auto and owned by a protected person.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy or bond at the time of an accident.
- for which an insurance or bonding company legally denies coverage or becomes insolvent.
- which is a hit and run vehicle. However, this only applies to accidents involving bodily injury.

A hit and run vehicle is a land motor vehicle or trailer that causes injury or damage to a protected person and the owner or driver cannot be identified. The vehicle must hit, or cause an accident without hitting, a protected person, a covered auto or an auto a protected person is in.

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However, we won't consider the following to be uninsured or underinsured vehicles:

- vehicles designed for use mainly off public roads;
- vehicles that are operated by any self insurer under any applicable motor vehicle law. But this doesn't apply to a self insurer that becomes insolvent and can't provide the amounts required by law; or
- vehicles that are owned by any unit of government.
- vehicles that are operated on rails or crawler treads; and
- vehicles which are being used, at the time of the accident, as residences or premises.

Also, we won't consider vehicles owned by or furnished or available for the regular use of an individual named insured or any family member to be uninsured vehicles.

An underinsured vehicle is a land motor vehicle or trailer for which the total of all liability policies or bonds at the time of an accident provides the minimum amounts of coverage required by law where a covered auto is mainly garaged. But the total of these policies or bonds is less than the limit of coverage provided by this agreement.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises the named insured owns, rents or leases;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Autos the named insured acquires after this agreement goes into effect.

- Replacement autos. The named insured can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, the named insured must tell us within 30 days after acquiring such autos that coverage is requested.
- Newly acquired autos. If we cover all the named insured's owned autos, any additional autos the named insured acquires are also covered. However, the named insured must tell us within 30 days after acquiring such autos that coverage is requested.

Owned autos subject to a compulsory uninsured motorists law.
If this is shown in the Coverage Summary, we'll cover the following.

- autos the named insured owns that are subject to law requiring uninsured motorists insurance in the state where they are licensed or principally garaged which does not permit the right of rejection.

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- autos the named insured acquires after this Insuring Agreement begins that are subject to the same law.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that the named insured owns.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury or property damage while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. If the named insured is shown in the Introduction as an individual, the named insured and family members are protected persons.

Family members means persons who are related to an individual named insured by blood, marriage or adoption and live in such named insured's home. A ward or foster child who lives with the named insured is also considered to be a family member.

Partnership, limited liability company, organization. If the named insured is shown in the Introduction as a partnership, limited liability company, organization, or any other form of organization, then the following are protected persons:

- Anyone in a covered auto or temporary substitute for a covered auto; and
- Anyone for damages he or she is entitled to recover because of bodily injury to another protected person.

Anyone else in a covered auto. Anyone else while in an auto that's a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of the named insured's policy.

Limits Of Coverage

We'll consider all injury caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury or property damage caused by any one accident. This limit applies no matter how many covered autos, protected persons, or vehicles are involved or how many claims are made.

However, the following rules apply for protected persons on this limit of coverage.

- If a protected person is not the individual named as an insured on the Introduction; and
- That protected person is a named insured under one or more other policies that provides similar coverage; and
- All such other policies have limits of coverage which is less than the limit of coverage for this agreement:

The most we'll pay for all bodily injury in any one accident, in this case, for uninsured

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and underinsured motorists, will be the highest limit that applies under any one policy
Also:

- If a protected person is not the individual named as an insured on the Introduction; and
- That protected person is a family member under one or more other policies that provides similar coverage; and
- All such other policies have limits of coverage which is less than the limit of coverage for this agreement:

The most we'll pay for all bodily injury in any one accident, in this case, for uninsured and underinsured motorists, will be the highest limit that applies to any family member under any one policy

Split limits. Three limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.
- Property damage in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident.

Property damage in one accident limit. This is the most we'll pay for all property damage claims that result from any one accident.

The same rules with respect to protected persons described above under the Single limits section also apply to this Split limits section.

Limitations on amounts payable. For accidents involving uninsured motorists, we won't make duplicate payment under this agreement for bodily injury for which payment has been made by someone who is legally responsible for the bodily injury.

For accidents involving underinsured vehicles, our limit of coverage will be reduced by the total amount the person has received from someone who is legally responsible for the damages, including any payments made under this policy's Auto Liability Protection.

No one will be entitled to be paid more than once for the same loss from coverage under this agreement and also any other insuring agreement.

Any amount payable under this agreement will be reduced by any personal injury protection benefits that are payable.

For accidents involving uninsured vehicles, when our limit of coverage is more than what is required by the New Jersey Financial Responsibility Law, our payment for damages begins only after all other liability policies and bonds have been used up by judgments and settlements.

For accidents involving underinsured vehicles, when our limit of coverage is more than what is required by the New Jersey Financial Responsibility Law, our payment for damages begins only after:

- all other liability policies and bonds have been used up by judgments and settlements; or
- if we have been promptly notified that a tentative settlement has been reached between the protected person and the company that insured the owner or driver of the underinsured vehicle; and we have paid the protected person that agreed amount within 30 days after we received the notice.

Exclusions – Claims We Won't Cover

Unauthorized use. We won't cover a person while using a vehicle without having a reasonable belief that he or she is entitled to use it.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar laws.

Actions taken without our consent. For uninsured vehicles, we won't cover any claim that is settled without our consent.

Property of protected persons. We won't cover the first $500 of the amount of property damage to the property of each protected person as a result of any one accident.

Property insurers. We won't pay any claims for the direct or indirect benefit of any insurer of property.

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Other property insurance. We won't pay for property damage for which the protected person is entitled to receive payment under other property or physical damage insurance.

Damage by hit and run vehicles. We won't cover property damage caused by a hit and run vehicle.

Pain, suffering and inconvenience. We won't pay for pain, suffering, or inconvenience that results from bodily injury caused by an accident with an uninsured vehicle. However, this exclusion won't apply if the injured person has an injury or a medical expense for which New Jersey law reserves a specific right for the person to collect for such pain, suffering or inconvenience.

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Other Insurance

When other insurance that also covers damages for bodily injury applies, the following rules will be followed.

When this agreement and other insurance both apply to the same loss the most we'll pay is the highest limit of coverage that applies for any one vehicle under any one policy.
However:

- If a protected person is not the individual named as an insured on the Introduction; and
- is not in an auto owned by a person named in the Introduction;

The most we'll pay for all bodily injury in any one accident, in this case, for uninsured and underinsured motorists, will be the highest limit that applies under any one policy
Also:

- If a protected person is a family member under one or more other policies that provides similar coverage; and
- protected person is not named as an insured under this or any other policy:

The most we'll pay for all bodily injury in any one accident, in this case, for uninsured and underinsured motorists, will be no more than the highest limit that applies to any family member under any one policy This agreement provides excess insurance for autos the named insured doesn't own that also have primary coverage. Excess insurance applies after other collectible uninsured and underinsured motorists insurance has been used up.

When this agreement and other collectible uninsured or underinsured motorists insurance apply to a loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Changes In General Rules

Recovering Damages From A Third Party

This section of the General Rules is changed by adding the following for this agreement.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

But this won't apply if we've been given written notice in advance that there has been a settlement between a protected person and the owner of an underinsured vehicle, and we fail to pay the protected person the amount of that settlement within 30 days after we receive the notice.

If we do pay the protected person the amount of the settlement, that amount will be separate from what the protected person is entitled to recover under this agreement. We also have a right to recover any amount we have advanced.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

Either we or any protected person can make a written demand for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured or underinsured vehicle; or
- the amount of damages.

However, disputes concerning coverage under this agreement are not subject to arbitration.

If arbitration is demanded, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a

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third arbitrator within 30 days, either arbitrator can request a judge or a court in the state where the arbitration is to be held to select the third. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply to evidence and arbitration procedures. A decision agreed to by two of the arbitrators will be binding.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section is changed by adding the following.

Promptly notify the police if an unidentified driver hits the named insured or another protected person and promptly send us copies of any legal papers if a suit is brought.

The named insured must also give us written notice of a tentative settlement between a protected person and the owner or driver of the underinsured vehicle. We must then be given 30 days to advance payment to the protected person for that settlement amount to preserve our rights.

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NEW YORK SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS PROTECTION

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

This agreement provides coverage for covered autos licensed or mainly garaged in New York.

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 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

(3) 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) of (2) 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 of 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.

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

(1) insured under the liability coverage of this policy; or

(2) owned by you, as the named insured, or your spouse residing in your household; or

(3) self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the third-party bodily injury liability limits of this policy; or

(4) owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or

(5) a land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or

(6) a farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

(d) Occupying

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

(e) State

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

2. Damages For Bodily Injury Caused By Uninsured Motor Vehicles

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

3. SUM Coverage Period And Territory

This SUM coverage applies only to accidents that occur:

a. during the policy period shown in the Declarations; and

b. in the United States, its territories or possessions, or Canada.

EXCLUSIONS

This SUM coverage does not apply:

1. to bodily injury to an insured, including care or loss of services recoverable by an insured, if such insured, such insured's legal representatives, or any person entitled to payment under this coverage, without our written consent, settles any lawsuit against any person or organization that may be legally liable for such injury, care or loss of services, but this provision shall be subject to Condition. 10.

2. to bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for SUM coverage by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.

3. for non-economic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in section 51 02(d) of the New York Insurance Law.

CONDITIONS

1. Policy Provisions

None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this SUM coverage except: "Duties After an Accident or Loss"; "Fraud"; and "Termination" if applicable.

2. Notice and Proof of Claim

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

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

The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person we name and subscribe the same. Proof

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of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice of claim.

3. Medical Reports

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

4. Notice of Legal Action

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

5. SUM Limits

The SUM limits payable under this SUM endorsement shall be:

a. the SUM limits stated in the Declarations; or

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

6. Maximum SUM Payments

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

a. the SUM limits; and

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

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

7. Non-Stacking

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

8. Priority Of Coverage

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

a. a policy covering a motor vehicle occupied by the injured person at the time of the accident;

b. a policy covering a motor vehicle not involved in the accident under which the injured person is a named insured; and

c. a policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.

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

9. Exhaustion Required

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

10. Release Or Advance

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

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

14. Payment Of Loss By Company

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

15. Action Against Company

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

16. Survivor Rights

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

a. the survivor as named insured;

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

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

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NEW JERSEY NO-FAULT AUTO PROTECTION

We've designed this agreement to provide No Fault Auto Insurance to comply with New Jersey law.

This agreement applies to covered autos licensed or mainly garaged in New Jersey.

Table of Contents **Page**

This Table of Contents lists:

- the major sections of this agreement; and
- the exclusions in the Exclusions - What This Agreement Won't Cover section.

Each listed section and exclusion begins on the page shown for it.

However, one or more endorsements or other forms made part of your policy may, without changing this Table of Contents:

- delete, or change the name of, any of the sections or exclusions in this agreement; or
- add another section or exclusion to this agreement.

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What This Agreement Covers

No-fault insurance allows the people covered by this agreement to recover directly from us for covered losses resulting from auto accidents. They don't have to go through lawsuits and trials because recovery doesn't depend on who was at fault in the accident.

Auto means any of the following motor powered, self-propelled vehicles that are designed for use on public roads:

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- a private passenger automobile, van, or station wagon;
- a camper, motor home, or other vehicle designed for family recreation;
- a pick-up truck or panel truck that's not usually used for business other than farming or ranching.

We won't consider any of the following to be autos:

- trucks larger than pick-ups or vans;
- a motorcycle;
- a vehicle used to transport people for hire; or
- a pick-up truck or panel truck that's usually used in the occupation, profession or business of a protected person other than farming or ranching;
- recreational vehicles usually used to transport people other than family members and guests of the person using the vehicle.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Family member means anyone who is related to you by blood, marriage, or adoption, including a ward or foster child, who normally lives with you in your household.

Personal Protection

We'll pay for the following kinds of expenses that result when a protected person suffers bodily injury caused by an accident involving an auto:

- Medical expenses;
- Funeral expenses;
- Loss of income;
- Essential services;
- Death benefits for survivors.

Bodily injury means any physical harm to a person's body, including an identified injury, or death resulting from the harm.

Identified injury means the following bodily injuries for which the New Jersey Department of Banking and Insurance has established standard courses of medically necessary diagnosis and treatment;

- Cervical Spine: Soft Tissue Injury;
- Cervical Spine: Herniated Disc/Radiculopathy;
- Thoracic Spine: Soft Tissue Injury;
- Thoracic Spine: Herniated Disc/ Radiculopathy;
- Lumbar-Sacral Spine: Soft Tissue Injury;
- Lumbar-Sacral Spine: Herniated Disc/Radiculopathy; and
- Any other bodily injury that the New Jersey Department of Banking and Insurance has established standard courses of appropriate diagnosis and treatment.

The next sections describe these benefits.

Medical expenses. We'll pay up to $250,000 in expenses for each protected person injured in an accident. These expenses include the reasonable charges that each protected person incurs for necessary medical expenses due to bodily injury. For example:

- medical, surgical and dental treatment;
- professional nursing, hospital, and rehabilitative services;
- x-ray and other diagnostic services;
- ambulance service;
- psychological treatment; and
- non-medical expenses that are prescribed by a treating health care provider for a significant brain, spinal cord, or disfiguring injury.

Non-medical expenses means charges for products and devices not exclusively used for medical purposes or as durable medical equipment. This includes:

- vehicles;
- durable goods, equipment, accessories;
- improvements to real or personal property;
- fixtures; and
- services and activities such as recreational activities, trips, and leisure activities.

All medical expenses must be:

- provided by a health care provider;
- clinically supported;
- consistent with the symptoms, diagnosis, or indications of the protected person; and
- consistent with the most appropriate level of service that's in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an identified injury.

But we won't pay for medical expenses that are provided primarily for the convenience of the protected person or health care

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provider. Nor may they involve unnecessary testing or treatment.

However, medical expenses include non-medical, remedial care and treatment given that follows a recognized religious method of healing.

Health care provider means those persons licensed or certified to perform health care treatment or services payable as medical expenses. This includes:

- hospital or health care facilities that are maintained by a state or subdivisions or licensed by the Department of Health and Senior Services;
- other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities, including facilities for radiology and diagnostic tests, free-standing emergency clinics or offices, and private treatment centers;
- a non-profit voluntary visiting nurse organization providing health care services other than in a hospital;
- hospitals or other health care facilities or treatment centers located in other states or nations;
- physicians licensed to practice medicine and surgery;
- licensed chiropractors, dentists, optometrists, pharmacists, chiropodists (podiatrists), psychologists, physical therapists, health maintenance organizations, orthotists and prosthetists, professional nurses occupational therapists, speech language pathologists, audiologists, physician assistants, physical therapists assistants, and occupational therapy assistants;
- registered bio-analytical laboratories;
- certified nurse-midwives and nurse practitioners/clinical nurse-specialists; or
- providers of other health care services or supplies including durable medical goods.

Clinically supported means that a health care provider, prior to selecting, performing, or ordering the administration of a treatment or diagnostic tests, has:

- physically examined the eligible injured person or protected person to ensure that the proper medical indications exist to justify ordering the treatment or test;
- made an assessment of any current or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;
- 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
- recorded and documented these observations, positive and negative findings, and conclusions on the protected persons medical records.

Diagnostic tests means a medical service or procedure utilizing any means other than bioanalysis, intended to assist in establishing a:

- medical;
- dental;
- physical therapy;
- chiropractic or
- 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.

Eligible injured person means 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:

- resulting from any accident while in, getting into or out of, or using, a private passenger auto; or
- while a pedestrian, caused by a private passenger auto or by an object propelled by or from a private passenger auto.
- any other person who sustains bodily injury while, with your permission, that person is in a covered auto.

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

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

A private passenger auto doesn't include:

- a motorcycle;
- an auto used as a public or livery conveyance for passengers;
- a pickup or panel truck, delivery sedan or utility auto customarily used in the occupation, profession or business of a

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protected person other than farming or ranching; or

- a utility auto customarily used for the transportation of passengers other than members of the user's family or their guests.

In a covered auto means in or on the auto, getting into, out of, or off of it.

Pedestrian means the named insured and if the named insured is an individual, any family member, who's not in a vehicle that's motor driven and designed for use on public roads, rails or tracks.

Funeral expenses. We'll pay up to $1000 per person for reasonable charges for funeral, burial services, or cremation.

Loss of income. We'll pay up to $100 per week for loss of income to each protected person injured in one accident who was earning income from an occupation at the time of the accident. If the loss of income was for only part of a week, we'll only pay a proportional amount. But the most we'll pay to any one person injured in one accident is $5200, or the net income the injured protected person would have normally earned if the injury hadn't happened, whichever is less.

Loss of income means the amount of income a protected person actually loses while alive due to a covered bodily injury.

Essential services. We'll pay up to $12 per day to each protected person injured in one accident for the cost of substituting essential services while the protected person is alive. But the most we'll pay is $4,380 to any one person injured in one accident.

Essential services mean those tasks that injured protected persons would have done without pay for themselves or their family members.

Death benefits for survivors. If an injured protected person dies as a result of the covered accident, survivors can receive either or both of the following two benefits:

1. Survivors loss of support; and

2. Survivors loss of services.

Survivors loss of support. We'll pay the unused portion of the $5,200 payable for Loss of Income benefits to survivors if the deceased protected person was earning income from an occupation at the time of the accident.

Survivors loss of services. We'll pay the unused portion of the $4,380 payable for Essential Service benefits to survivors.

Extended Medical Expense Protection

We'll pay extended medical expense benefits shown in the Coverage Summary for allowable expenses for bodily injury:

- to a protected person caused by an accident that happens during the policy period; and
- that results from the ownership, maintenance, or use, including loading and unloading, of a highway vehicle that you or a family member don't own or regularly use.

Highway vehicle means a motor driven vehicle or trailer that isn't:

- a private passenger auto;
- a farm tractor or other vehicle designed for use off public roads and not on a public road;
- a vehicle that travels on rails or crawler treads;
- a vehicle that's located for use as a residence or other type of premises.

Protected person for extended medical expense protection means:

- you and any family members while in or struck by a highway vehicle;
- anyone else in a highway vehicle driven by you, a family member, or someone using it with your consent provided that it isn't a motorcycle or that it isn't used to transport people for hire.
- anyone else in a covered auto driven by you, a family member, or someone using it with your consent.

When And Where This Agreement Covers

We'll cover injury that takes place during the policy period anywhere in the world.

Who Is Protected Under This Agreement

The following persons are protected while in an auto and while pedestrians if they're struck by or if injuries are caused by an auto or an object propelled by an auto.

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- You.
- If you're a person, not an organization, your spouse. But that person must be residing in the same household. If a spouse stops living in the same household while this agreement is in effect, he or she will still be protected, but only until the next annual policy anniversary date.
- If you're a farm family co-partnership or corporation, each head of a household who has a working interest in the farm is protected.
- Any family member.

Anyone else in or using a covered auto with your consent is also protected.

Covered auto means a covered auto under this policy's Auto Liability Protection, and that you're required to carry New Jersey no-fault insurance for under the New Jersey Automobile Reparation Reform Act.

Limits Of Coverage

Each personal protection benefit that we describe shows a limit that applies to that benefit. Each limit shown applies no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

We'll pay only individual expenses at the rate set according to a fee schedule developed by the New Jersey Department of Insurance.

Workers compensation and other benefits. Our payment of Personal Protection coverage will be reduced by any amount paid or required to be paid by Workers Compensation, or employees' temporary disability laws. It will also be reduced by federal benefits paid to active or inactive armed services people.

Medical Expenses Deductible And Co-payment

A medical expense deductible is shown in the Coverage Summary. It applies to you and all family members for medical expense benefits in each accident. You and family members will be responsible for that amount in each accident for medical expenses incurred. After that, you and family members will be responsible for a co-payment amount of 20% of these expenses. But only until the expenses reach $5000.

Exclusions–Losses Not Covered

Auto used as a residence. We won't cover injury to anyone who is injured while in or by an auto that's located for use as a residence or other type of premises, unless the auto is temporarily located for recreational purposes.

Committing a crime. We won't cover injury to anyone while committing a high misdemeanor or felony, or while trying to avoid arrest by a police officer.

Diagnostic tests. We won't cover the following diagnostic tests:

- Brain mapping, when not done in conjunction with appropriate neurodiagnostic testing;
- Iridology;
- Mandibular tracking and simulation;
- Reflexology;
- Spinal diagnostic ultrasound;
- Surface electromyography (surface EMG);
- Surrogate arm mentoring; or
- When used to treat temporomandibular joint disorder (TMJ/D);
  - Doppler ultrasound;
  - Electroencephalogram (EEG);
  - Needle electromyography (needle EMG);
  - Sonography;
  - Thermograms/thermographs;
  - Videofluoroscopy; or
- Any other diagnostic test that is determined to be ineligible for coverage under Personal Injury Protection by New Jersey law or regulation.

Family members already insured. We won't cover injury to a family member who is protected by another New Jersey no-fault policy as a named insured.

Intentional acts. We won't cover injury to anyone who has intentionally injured himself, herself, or others.

Nuclear energy. We won't cover injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material.

Other benefits. We won't cover extended medical expense benefits for bodily injury to any protected person who is entitled to benefits for bodily injury under:

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- personal protection;
- any Workers' compensation law; or
- any Medicare provided under federal law.

But this exclusion won't apply to a personal injury:

- deductible;
- co-payment;
- medical fee schedule provided by the New Jersey Department of Banking and Insurance

Other persons already insured. We won't cover injury to anyone who is protected by their own no-fault policy or as a family member under another policy. But this doesn't apply to you.

Owners of autos not covered. We won't cover injury to an owner of an auto or anyone who registers an auto in New Jersey if that person is using the auto without having New Jersey no-fault coverage.

Extended medical expense benefits for persons outside New Jersey. We won't cover extended medical expense benefits for bodily injury to anyone if the accident occurs outside New Jersey. But this exclusion doesn't apply to you, any family member, or a resident of New Jersey.

But this exclusion won't apply to a personal injury:

- deductible;
- co-payment;
- medical fee schedule provided by the New Jersey Department of Banking and Insurance

Persons outside New Jersey not in a covered auto. We won't cover injury to anyone other than you, any family member, or a resident of New Jersey if the accident occurs outside New Jersey.

Unauthorized use. We won't cover injury to anyone who's injured while using an auto without a reasonable belief that the owner consents to its use.

War. We won't cover injury that is a result of war, declared or undeclared, invasion, civil war, rebellion, or revolution.

Who We'll Pay

We'll pay benefits for Medical Expenses and Essential Services to either the protected person or to the provider of the product, service or treatment. Benefits must not be assigned to anyone other than the providers of these services. If the injured protected person dies, and Medical Expense benefits are still due to be paid by us, we'll make our payment to the protected person's estate.

We'll pay Survivors loss of support benefits to a surviving spouse. If there is no surviving spouse, they're payable to any surviving children. If there are no surviving children, we'll pay these benefits to the protected person's estate.

We'll pay Survivors loss of services Benefits to the person responsible for any covered expenses.

We'll pay any Funeral expense benefits to the protected person's estate.

But this rule doesn't apply to Extended Medical Expense Protection.

Options For Your Personal Protection

This section explains the options you may have chosen to change your Personal Protection. Only the options shown in the Coverage Summary apply. If you choose any option that decreases coverage, this option will apply to you and all family members.

Added personal protection. If this applies, your increased limits of coverage for Loss of Income and Essential Services benefits will be shown in the Coverage Summary and replace those in this agreement. Added Personal Protection always applies to only you and your spouse, unless the Coverage Summary shows that benefits also apply to all family members or to named family members. Added Personal Protection doesn't change the survivors benefits payable by this agreement.

Two limits will be shown for Loss of income benefits. A maximum weekly amount and a total limit. But if the word "Unlimited" is shown instead of a total limit amount, we'll pay the weekly amount for as long as the protected person is disabled.

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The weekly amount we'll pay won't be more than 75% of the injured person's income per week over $100, except that after we have paid $5200 for basic Loss of income benefits, the weekly amount will then be 75% of income. But the most we'll pay for Loss of income benefits per week to each injured protected person in one accident is the weekly amount shown in the Coverage Summary.

When added Personal Protection applies, Funeral expense benefits will be increased to $2000 per person. If the injured protected person dies within 2 years of the accident due to the injuries received, we'll also pay an added death benefit of $10,000 to the protected person's surviving spouse. If there is no surviving spouse, we'll pay surviving children. If there are no surviving children, we'll pay this benefit to the protected person's estate.

The other provisions of this agreement will remain the same.

Medical expenses only – for you and family members. If this applies, you and family members will be protected for medical expense benefits only. Other protected persons will be protected for all of the personal protection benefits.

Deletion of benefits other than medical expenses. When the Coverage Summary indicates that this option applies, we'll pay personal protection benefits consisting only of medical expense benefits for protected persons and family members

Higher medical expenses deductible. We have already explained that a minimum deductible amount of $250 applies for you and family members for medical expenses in each accident, including the co-payment. However, the Coverage Summary may show that a higher deductible amount may apply. If a higher deductible amount is shown in the Coverage Summary it will apply to you and family members and you'll be responsible for that amount for all medical expense claims in each accident. Any amounts otherwise payable for injuries in any one accident will be reduced by that amount. Each person will still be responsible for the 20% co-payment amount. But only until the expenses reach $5000.

Medical expenses benefits as excess. If the Optional No-Fault Coverage Summary shows that "Medical expense benefits are excess," we'll apply the Medical expenses benefit in a different way. We'll only pay medical expenses after any other collectible insurance that applies for you or any family member has been used up. After all other insurance benefits have been paid, we'll pay medical expenses. But we won't pay more than the limit of coverage that applies to your Personal Protection benefits.

How we'll figure what we'll pay for Medical Expenses. We'll figure what we'll pay for medical expenses if you have chosen this option in the following way. First, we'll determine what we would have paid if you had not chosen this option. We'll determine the covered expenses less any deductible and co-payment. Then we'll apply the amount which was payable from other insurance.

If the remaining allowable expenses are less than the benefits calculated above, we'll pay expenses equal to the remaining allowable expenses, without reducing the remaining allowable expenses by the deductible or co-payment.

Allowable expenses means a medically necessary, reasonable and customary expense covered as benefits by the protected person's or family member's health benefits plan or personal protection benefits as part of an eligible expense. When the benefits provided are in the form of services, the value of such service will be considered as both an allowable expense and a paid benefit.

Eligible expense means:

1. For health benefits plans, that portion of the medical expenses incurred for the treatment of bodily injury that is covered under the terms of the plan, without application of the deductibles and co-payments if any.

2. For personal protection benefits, that portion of the medical expenses incurred for the treatment of bodily injury that without any deductible and co-payment doesn't exceed:
   - the percent or dollar amounts specified on the medical fee schedules or the actual billed expense, whichever is less; or
   - 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 included on the medical fee schedules.

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If the remaining allowable expenses are greater than the benefits calculated above, we'll pay expenses equal to these benefits, without reducing the remaining allowable expenses by the deductible or co-payment.

But we won't reduce these benefits:

- by any deductibles or co-payments of the health benefits plans that have provided primary coverage for medical expense benefits; or
- for any allowable expense remaining uncovered that would otherwise not be an eligible expense under personal protection coverage.

However, in determining the remaining uncovered allowable expenses, we won't consider any amount for items of expense which exceed the dollar or percent amounts recognized by the medical fee schedules provided by the New Jersey Department of Banking and Insurance.

The total amount of medical expense benefits for any protected person or family member per accident won't exceed the maximum amount payable for medical expense benefits under this policy.

Health benefits plan. If you have chosen this option, and at the time of the accident do not have any other collectible insurance, the following special rules apply.

1. We'll pay the medical benefits over a deductible amount of $750 in each accident. After that, you'll be responsible for 20% of all other covered medical expenses up to $5,000. But we won't pay more than the limit of coverage that applies to your personal protection benefits.

2. The amount we'll pay will be determined:
   - By the medical fee schedules provided by the New Jersey Department of Insurance; or
   - 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.

   But, we won't pay more than the maximum amount payable for medical expense benefits under this policy.

All items of medical expense incurred by a protected person or any family member for the treatment of bodily injury will be covered to the extent the treatment or procedure from which the expenses results:

- is recognized on the medical fee schedules provided by the New Jersey Department of Banking and Insurance; or
- are reasonable expenses in accordance with Section 4 of the New Jersey Reparation Reform Act.

We will be entitled to recover the difference between:

- the reduced premium paid under this policy for the Medical Expense Benefits As Secondary Option; and
- the premium that would have been paid under this policy had the named insured not elected such option.

We won't provide any premium reduction for the Medical Expense Benefits As Secondary Option for the remainder of the policy period

Named persons. Any person named in the Coverage Summary will be protected as you are for the benefits shown.

Changes In What To Do If You Have A Loss

The following is added to the What To Do If You Have A Loss section of your policy.

Notice of lawsuits. An injured person who is covered by this agreement or that person's legal representative might start a lawsuit against some person or organization to recover damages for bodily injury. Anyone who starts such a lawsuit must, as soon as possible, give us a copy of the legal papers served.

Proof of personal protection loss. A protected person must give us written proof of covered expenses as soon as possible. We may require sworn proof. This must include all available information about the nature and extent of the bodily injury, loss of income, and medical treatment the injured person has had or expects to have. We may require that a doctor of our choice examine the injured person as often as reasonable.

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

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or regulation. This co-payment is in addition to any medical expense benefits deductible or co-payment.

Additional Rules For This Agreement

Trust Agreement

If we pay no-fault benefits and the protected person is also paid from someone else who is responsible, the protected person must hold this money in trust for us and pay us back the amount we have paid. We have a lien on this money, to the extent that we have paid the protected person.

This condition is subject to any applicable limitations in the New Jersey Automobile Reparation Reform Act.

The protected person must also be willing to give us any legal papers that establish our right to this money or to that persons right of recovery from others.

Auto Medical Payments

Other Auto Medical Payments Protection provided by this policy won't apply to any auto covered under this agreement.

Workers Compensation Reimbursement

If a protected person could have successfully applied for Workers Compensation or Temporary Disability benefits and fails to do so, we have the right to be reimbursed for any loss of income benefits that we've paid. We can apply directly to the provider of these benefits for reimbursement. But this rule doesn't apply to extended medical benefits.

Proof Of Health Benefits Plan

If you have elected the medical expense benefits as secondary option, the named insured will provide proof that the protected persons and family members are insured by health insurance coverage or benefits in a manner approved by the New Jersey Department of Banking and Insurance

Care Paths For Identified Injuries

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.

Emergency care means all treatment of a bodily injury that, without immediate attention, could reasonably be expected to result in:

- death;
- serious impairment to bodily functions; or
- serious dysfunction to a bodily organ or part.

Such emergency care includes all medically necessary care immediately following an accident, including immediate pre-hospitalization care, transportation to a hospital or trauma center, emergency room care, surgery, critical and acute care. Emergency care extends during the period of initial hospitalization until the attending physician discharges the patient from acute care. Emergency care is presumed when medical care is initiated at a hospital within 120 hours of the accident.

Upon notification to us of a bodily injury covered under this policy, we'll advise the protected person of the care path requirements established by the New Jersey Department of Banking and Insurance.

Coverage For Diagnostic Tests

We'll cover the following diagnostic tests as provided by the care path requirements for an identified injury:

- Brain audio evoked potential (BAEP);
- Brain evoked potential (BEP);
- Computer assisted tomographic studies (CT, CAT Scan);
- Dynatron/cyber station/cybex;
- H-reflex Study;
- Magnetic resonance imaging (MRI);
- Nerve conduction velocity (NCV);
- Somasensory evoked potential (SSEP);
- Sonogram/ultrasound;
- Visual evoked potential (VEP).
- Any of the following diagnostic tests when not otherwise excluded under the Diagnostic tests exclusion:
  - Brain mapping;
  - Doppler Ultrasound;
  - Electroencephalogram (EEG);

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- Needle electromyography (needle EMG);
- Sonography;
- Thermography/thermograms; or
- Videofluoroscopy.

The diagnostic tests listed above 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 don't apply to diagnostic tests administered during emergency care.

We'll pay for other diagnostic tests that are not specifically excluded under the Diagnostic test exclusion only if administered in accordance with the criteria for medical expenses as provided in this agreement.

Recovery Disputes

If we and any person seeking personal protection coverage do not agree as to the recovery of personal protection coverage under this agreement, then the matter may be submitted to dispute resolution. Anyone who is part of the dispute may initiate the dispute resolution in accordance with New Jersey law or regulation.

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

Our Right To Re-Figure Your Premium

New Jersey law puts some limitations on a person's right to sue for damages. The premium for this coverage reflects these limitations. If a final court judgment declares any of these limitations unenforceable, we have the right to re-figure your premium. Of course, any changes we make will be subject to review by the Commissioner of Insurance.

Other Insurance

A person can't recover more than once for any personal protection loss under this or any similar auto insurance coverage. The most that person can collect is the amount that the highest limit would pay. If an injured protected person has other insurance benefits available we'll pay only our share of the loss. We'll pay the same proportion of the loss that our limit of coverage is of the total of all available limits. Any insurance company that pays New Jersey no-fault benefits to an injured person has the right to recover a proportionate share of its loss from any other insurance company providing approved no-fault insurance to the same person.

But this rule doesn't apply to Extended Medical Benefits. This rule also does not apply to the required 20% co-payment that's the responsibility of you and your family members.

List Of Terms With Defined Meanings Shown In This Agreement

This section lists, in alphabetical order, the terms that have or include defined meanings shown in this agreement. The defined meaning for each of these terms:

- begins on the page shown for that term; and
- is usually located immediately following where that term is first used in this agreement.

However, one or more endorsements or other forms made part of your policy may, without changing this section:

- delete or change the defined meanings for any of these terms; or
- add a defined meaning for any other term.

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PERSONAL INJURY PROTECTION COVERAGE – NEW YORK

Notice to policyholders:

New York law requires that we notify you of the following:

- Your notice of a claim will need to be submitted within 30 days after the accident.
- Proof of claim for medical expenses will need to be submitted within 45 days after service is rendered.
- Proof of claim for work loss will need to be submitted within 90 days after work loss is incurred.

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

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not be entitled to receive first-party benefits for loss of earnings from work to the extent that such monetary payments or benefits from the employer do not result in the employee suffering a reduction in income or a reduction in such employee's level of future benefits arising from a subsequent illness or injury; and

(b) Reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

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

Death Benefit

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

Eligible Injured Person

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

(a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle;

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

(c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle in the State of New York while not occupying another motor vehicle; or

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

Exclusions

This coverage does not apply to personal injury sustained by:

(a) The named insured while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;

(b) Any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;

(c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;

(d) Any person while occupying a motorcycle;

(e) Any person who intentionally causes his or her own personal injury;

(f) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law); or

(g) Any person while:

(i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;

(ii) Operating a motor vehicle in a race or speed test; or

(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 such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises;

(h) 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

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Comprehensive Motor Vehicle Insurance Reparations Act is in effect;

(i) 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.

(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 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:

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(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 benefit of 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,

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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 must be attached to the Change Endorsement when issued after the policy is written.

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ADDITIONAL PERSONAL INJURY PROTECTION ENDORSEMENT - NEW YORK

The St Paul

The company agrees with the named insured subject to all the provisions, exclusions and conditions of the mandatory Personal Injury Protection Coverage New York, not expressly modified and this endorsement as follows.

Additional Personal Injury Protection

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

Eligible Injured Person

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

(a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or

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

(c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or

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

Exclusions

This coverage does not apply to personal injury sustained by:

(a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;

(b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;

(c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;

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

(e) Any person while occupying a motorcycle;

(f) Any person who intentionally causes his own personal injury;

(g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law); or

(h) Any person while:

(i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;

(ii) Operating a motor vehicle in a race or speed test;

(iii) Operating or occupying a motor vehicle known to him to be stolen; or

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(iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

Additional First-Party Benefits

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

(a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;

(b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation Law, which amounts have not been applied to reduce first party benefits recovered or recoverable under basic economic loss;

(c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile No-Fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada. .

Extended Economic Loss

Extended economic loss shall consist of the following:

(a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article VI or VIII of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;

(b) The difference between:

(i) Basic economic loss; and

(ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the schedule or declarations; and

(c) An additional death benefit in the amount set out in the declaration or in the schedule.

Two or More Vehicles Insured Under This Policy

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

Arbitration

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

Subrogation

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

Other Coverage - Nonduplication

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

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

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

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

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NEW YORK NO-FAULT ENDORSEMENT The St Paul

This endorsement changes your Mandatory Personal Injury Protection - New York

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How Coverage Is Changed

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

The definition of Basic Economic Loss contained in the New York Mandatory Personal Injury Protection Endorsement or the New York Mandatory Personal Injury Protection Endorsement - Motorcycles is replaced by the following:

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 $75,000, the last $25,000 of which represents optional basic economic loss (OBEL) coverage, payable after the first $50,000 of basic economic loss has been exhausted, that the eligible injured person or that person's legal representative may specify will be applied to one of the following four options:

(1) basic economic loss;

(2) loss of earnings from work;

(3) psychiatric, physical or occupational therapy and rehabilitation; or

(4) a combination of options (2) and (3).

Any death benefit hereunder shall be in addition thereto.

Exclusion (c) set forth in the New York Mandatory Personal Injury Protection Endorsement is replaced by the following:

(c) The named insured, or any relative while occupying or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to:

(1) the Optional Basic Economic Loss coverage provided under this endorsement, unless OBEL coverage is provided by the policy covering the other motor vehicle; or

(2) to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus.

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ELECTION

Election of the OBEL option shall be made by the eligible injured person or that person'e legal representative after such person has incurred expense aggregating $30,000 in basic economic loss and after receiving the required notices from the Company that an OBEL election may be made. Failure of the eligible injured person or that person's legal representative to respond to the second notice within 15 calendar days after its mailing shall be considered an election by the eligible injured person to apply OBEL coverage to all elements of basic economic loss. Once made by the eligible injured person or that person's legal representative, an OBEL election cannot be changed. However, if claims payable under OBEL coverage have not yet been received by the Company, an eligible injured person who has failed to respond to the second notice in a timely manner may make an election.

NOTICE

If OBEL coverage is payable under this policy, but Mandatory PIP is being paid under a policy covering another motor vehicle, then the named insured or relative shall notify the Company no later than 90 days after Mandatory PIP benefits under that other policy have been exhausted. The Company shall then send its OBEL election notice.

Other Terms

All other terms of your policy remain the same.

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AUTO MEDICAL PAYMENTS PROTECTION

We've designed this agreement to protect against certain medical expenses resulting from bodily injury in an accident, even if no legal liability is involved. Of course, there are some limitations which are explained later in this agreement.

What This Agreement Covers

We'll pay the reasonable costs of necessary medical services for a protected person who suffers bodily injury in an accident while in or struck by a covered auto. If the injury results in death, we'll also pay the reasonable costs of funeral services. We'll only pay costs that are incurred within three years after the date of the accident.

In an auto includes on the auto, getting in or out or off of it.

Bodily injury means any physical harm to a person's health including sickness and disease.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Autos are cars, trucks, trailers or semi-trailers and other land vehicles designed for travel on public roads, but not mobile equipment.

Private passenger type autos include ordinary private passenger cars and station wagons. They also include pick-ups and vans as long as they are not used for business purposes.

Mobile equipment means the following types of land vehicles:

- Those that don't have to be licensed.
- Those designed for use mainly off public roads.
- Those kept for use only on your premises or that part of a road or other access adjacent to your premises.
- Those used only to provide mobility for permanently attached specialized equipment. For example, these include well drilling rigs, power cranes, welding machines and similar equipment.
- Specialized equipment like bulldozers, rollers, graders, farm machinery and similar equipment.

Who Is Protected Under This Agreement

You are protected. You are protected while you are in any auto or if you're hit by any auto while you're a pedestrian.

A member of your family is protected. A member of your family is protected while he or she is in any auto. A family member is also protected if he or she is a pedestrian and is hit by any auto.

A member of your family is a person who is related to you by blood, marriage or adoption and lives in your home. A ward or foster child who lives with you is also considered to be a member of your family.

Anyone else in a covered auto. Anyone else in a covered auto is protected. Anyone is also protected in a temporary substitute for a covered auto that's out of service because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Which Autos Are Covered

The Coverage Summary shows which autos are covered when this agreement goes into effect, and the limits of coverage you have for each auto.

Autos you buy to replace scheduled autos or additional autos you buy are covered under certain conditions.

When we cover a replacement auto, the same limits of coverage apply as you now have on the auto that is being replaced unless you tell us differently. When we cover additional autos you buy, the same limits of coverage apply as you now have on similar type autos unless you tell us differently.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Auto Schedule are the covered autos. Replacement autos are covered if you tell us within 30 days after you buy them that you want us to cover them. Additional autos are covered if we now cover all of your owned autos and if you tell us within 30 days after

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you buy them that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you now own and any replacement or additional autos that you buy.

Private Passenger autos only. If this is shown in the Coverage Summary, we'll cover any private passenger type auto that you now own, and any replacement or additional private passenger type autos you buy.

Commercial autos only. If this is shown in the Coverage summary, we'll cover any auto you now own which is not a private passenger type auto, and any replacement or additional commercial type autos you buy.

Hired Autos only. If this is shown in the Coverage Summary, we'll cover autos you hire, rent or borrow for the limits of coverage shown in the Auto Schedule.

Non-owned autos only. If this is shown in the Coverage Summary, we'll cover autos you don't own, lease, hire or borrow which are used in connection with your business for the limit of coverage indicated. This includes autos owned by your employees or members of their households. But only while used in your business. If you're a partnership, we won't consider any auto owned by a partner or by a member of the partner's household to be a non-owned auto.

Where And When We Cover

We cover accidents that take place in the United States of America, its territories or possessions, Puerto Rico or Canada or while covered autos are being transported between these places while this agreement is in effect.

Limit Of Coverage

The Medical Payments limit shown in the Coverage Summary or Auto Schedule is the most we'll pay for medical and funeral services for each person as a result of bodily injury he or she suffers in any one accident. The limit applies no matter how many protected persons or covered autos are involved or how many claims are made.

We'll consider all bodily injury caused by continuous or repeated exposure to basically the same conditions to be the result of one accident.

Exclusions – Claims We Won't Cover

Autos that are premises. We won't pay for injury to any protected person while he or she is in an auto that is located for use as a residence or a place of business, or other similar purpose. For example, you're not covered if you injure yourself while leaving a trailer where you live.

Unauthorized use. We won't cover a person who is injured while using an auto that he or she does not have permission to use.

Other autos. We won't cover you or a member of your family who is injured in or hit by an auto that belongs to, is furnished to, or is available for the regular use of you or any family member if that auto is not a covered auto.

Your employees. We won't cover any of your employees who are injured while they are working for you. There is one exception. We'll cover medical payments claims resulting from injuries to an employee who is a domestic worker, if not entitled to workers' compensation.

Auto-related businesses. We won't cover a protected person who is injured while he or she is working in a business of selling, servicing, repairing or parking autos unless the business is yours.

War. We won't cover a person who is injured as a result of war, declared or undeclared, invasion, civil war, rebellion or revolution.

Nuclear energy. We won't cover injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material.

Other Insurance

This agreement provides primary insurance for covered autos you own and excess insurance for those you don't own. Excess insurance applies after other collectible auto medical insurance has been used up.

When this agreement and other collectible auto medical insurance apply to a medical payment loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Change in General Rules

The General Rule on "Recovering Damages From A Third Party" does not apply to this agreement.

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Described Employees As Protected Persons Endorsement

This endorsement changes your Auto Liablity Protection

How Coverage Is Changed

The Who Is Protected Under This Agreement section is broaden by adding the following:

Described employees. Any described employee is protected while using a covered auto you don't own, hire or borrow in your business.

Described employees means those employees shown below.

Other Terms

All other terms of your policy remain the same.

Described Employees:

1) ANNE MARIE MULLIGAN
2) ANTHONY COSCIA
3) BRIAN LACEY
4) CEDRICK FULTON
5) CHRISTOPHER HARTWYK
6) CHRISTOPHER WARD
7) CRUZ RUSSELL
8) DARRELL BUCHBINDER
9) DAVID TWEEDY
10) EDWARD WELCH
11) ERNESTO BUTCHER
12) FRANCIS DIMOLA
13) HOWARD FISHER
14) HOWARD SACKEL
15) JEFFERY PEARSE
16) JERRY SPEZIALE
17) JOHN DROBNY
18) KARNE EASTMAN
19) LASH GREEN
20) LILLIAN VALENTI
21) LOUIS LACAPRA
22) MARK HOFFER
23) MARY LEE HANNELL
24) MICHAEL DEPALLO
25) MICHAEL FABIANO
26) MICHAEL FEDORKO
27) MICHAEL FRANCOIS
28) MICHAEL MASSIAH
29) MICHAEL NESTOR
30) PETER ZIPF
31) RICHARD LARRABEE
32) ROBERT SUDMAN
33) ROBERT VAN ETTEN
34) STEVEN PLATE
35) SUSAN BAER
36) THOMAS LUBAS
37) WILLIAM BARONI

New York Notice – Accident Prevention Course – Approved Providers

The following is a list of the Department of Motor Vehicle's approved providers of the recommended motor vehicle accident prevention course. Taking this course from one of the approved providers may lead to a reduction in your premium for commercial auto insurance. If you have any questions regarding this accident prevention course, or how taking it may affect your premium, please contact us, or your agent or broker.

American Association of Retired Persons
55 Alive Mature Driving
P.O. Box 8555
New York, New York 10150
For drivers age 50 and over only
(Please send self-addressed stamped envelope for information)

American Automobile Association
(Sponsored by local clubs)
(518) 374-4575
(518) 426-1000
(518) 475-8140
(716) 461-4660

Driver Training Associates, Inc.
45 East 33 Street --Suite 207
New York, New York 10016
1-800-243-2196
(212) 481-0404
(718) 816-4721
(518) 765-4011
(716) 636-4151

Empire Safety Council, Inc.
176 Terry Road
Smithtown, New York 11787
1-800-246-3603
(516) 360-2160

National Safety Council
251 Salina Meadows Parkway,
Syracuse, New York 13212
1-800-692-3434
(315) 453-7462

National Traffic Safety Institute
190 Rhine Avenue
Staten Island, New York 10304
1-800-334-1441
(718) 720-6868

New York Safety Program
8508 5th Avenue
Brooklyn, New York 11209-4707
1-800-942-6874
(718) 748-5252

New York Safety Training, Inc.
(formerly Safety Training Programs, Inc.)
215 South Ridge Street
Rye Brook, New York 10573
1-800 732-6242

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