



## **Notice To Policyholder Revised Definition of Spouse**

California law provides that registered domestic partners have the same rights, protections, and benefits, and are subject to the same responsibilities, obligations, and duties under law as are granted to and imposed upon spouses. This applies whether they derive from statutes, administrative regulations, court rules, government policies, common law, or any other provisions or sources of law, as are granted to and imposed upon spouses. Existing law requires, where necessary to implement the rights of registered domestic partners, gender-specific terms referring to spouses to be construed to include domestic partners.



# Revised Definition of Spouse Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policyholder	TRANSYSTEMS CORPORATION
Policy No.	BAP 3707150-15
Effective Date:	10/01/2017

It is hereby understood and agreed that the following changes are made and incorporated into the Policy/Certificate:

**PURPOSE:** California law provides that registered domestic partners have the same rights, protections, and benefits, and are subject to the same responsibilities, obligations, and duties under law, whether they derive from statutes, administrative regulations, court rules, government policies, common law, or any other provisions or sources of law, as are granted to and imposed upon spouses. Existing law requires, where necessary to implement the rights of registered domestic partners, gender-specific terms referring to spouses to be construed to include domestic partners.

**DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS:**

The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

**Spouse** includes a Registered Domestic Partner.

Except for the above, this endorsement does not vary, alter, waive, or extend any of the terms of the **Policy/Certificate** to which it is attached.

Endorsement No. [ 0 ]

Insurance Company ZURICH AMERICAN INSURANCE COMPANY

\_\_\_\_\_  
Date: \_\_\_\_\_

Countersigned by

**Policy Number  
BAP 3707150-15**

**ENDORSEMENT**

**ZURICH AMERICAN INSURANCE COMPANY**

Named Insured    TRANSYSTEMS CORPORATION

Effective Date:    10-01-17  
                      12:01 A.M., Standard Time

Agent Name    LOCKTON COMPANIES LLC

Agent No.    37385-000



## Fraud Warnings Disclosure Property and Casualty Application Addendum

TO BE ATTACHED TO AND FORM PART OF THE APPLICATION. IF FRAUD WARNINGS ARE INCLUDED IN THE APPLICATION TO WHICH THIS IS ATTACHED, THIS DISCLOSURE REPLACES THOSE WARNINGS.

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which may subject the person to criminal and civil penalties. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, PR, RI, TN, TX, VA, VT, WA, and WV.)

**In Arkansas, Louisiana, Rhode Island, or West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**In Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

**In Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**In District of Columbia:** Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

### In Kansas:

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

**In Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**In Tennessee or Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**In Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**In Minnesota:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**In New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**In New Mexico:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**In New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**In Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**In Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**In Oregon:** Any person who knowingly and with intent to defraud any insurer or other person files an application for insurance or statement of claim containing any materially false information upon which an insurer relies, if such information was either material to the risk assumed by the insurer or the misinformation was provided fraudulently, may commit a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

**In Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**In Puerto Rico:** Any person who has committed fraud, as defined in the law, shall incur a felony, and if convicted, shall be sanctioned for each violation by a penalty of a fine of not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000), or a penalty of imprisonment for a fixed term of three (3) years, or both penalties. If there were aggravating circumstances, the fixed penalty thus established may be increased up to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years. In addition to the penalties provided in this chapter, any person who, as a result of the fraud thus committed is benefited in any way to obtain insurance, or in the payment of a loss pursuant to an insurance contract, shall be imposed the payment of restitution of the amount of money resulting from the fraud. Every violation shall have a prescription term of (5) five years.

**In Texas:** Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**In Vermont:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**In Virginia:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company.



# **SANCTIONS EXCLUSION ENDORSEMENT**

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

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

### **SANCTIONS EXCLUSION**

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

### **ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**



## **Disclosure Statement**

It is our pleasure to present the enclosed policy to you  
for presentation to your customer.

**INSTRUCTION TO AGENT OR BROKER:**

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER  
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.



## Disclosure Statement

### NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

**ZURICH****COMMERCIAL INSURANCE****COMMON POLICY DECLARATIONS**

Policy Number BAP 3707150-15

Renewal of Number BAP 3707150-14

## Named Insured and Mailing Address

TRANSYSTEMS CORPORATION  
(SEE NAMED INSURED ENDT)  
2400 PERSHING RD  
STE 400  
KANSAS CITY MO 64108

## Producer and Mailing Address

LOCKTON COMPANIES LLC  
444 W 47TH ST STE 900  
KANSAS CITY MO 64112-1906

Producer Code 37385-000

Policy Period: Coverage begins 10-01-2017 at 12:01 A.M.; Coverage ends 10-01-2018 at 12:01 A.M.

The name insured is  Individual  Partnership  Corporation  
 Other:

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company that provides coverage is designated on each Coverage Part Common Declarations. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our. The address of the companies of the Zurich-American Insurance Group are provided on the next page.

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE(S):**

BUSINESS AUTOMOBILE

PREMIUM \$ 166,756.00

issued by ZURICH AMERICAN INSURANCE COMPANY

CA-AUTO SPECIAL PURPOSE SURCHARGE

\$ 38.72

NJ-PLIGA SURCHARGE

\$ 14.00

TX AUTO BURGLARY &amp; THEFT PREVENTION

\$ 18.00

TX VOLUNTEER FIRE DEPT ASSISTANCE FUND

\$ 1.96

**IMPORTANT NOTICE - PENNSYLVANIA**

YOUR POLICY PROVIDES COLLISION COVERAGE ON RENTAL VEHICLES. PLEASE REFER TO THE PORTION OF YOUR POLICY PROVIDING 'COLLISION' COVERAGE FOR ANY LIMITATIONS IN COVERAGE THAT MAY APPLY.

**THIS PREMIUM MAY BE SUBJECT TO AUDIT.****TOTAL \$ 166,756.00**

This premium does not include Taxes and Surcharges.

SEE INSTALLMENT SCHEDULE

**Taxes and Surcharges****TOTAL \$ 72.68**

SEE INSTALLMENT SCHEDULE

The Form(s) and Endorsement(s) made a part of this policy at the time of issue are listed on the **SCHEDULE of FORMS and ENDORSEMENTS**.

Countersigned this day of

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**Policy Number  
BAP 3707150-15**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Zurich American Insurance Company**

Named Insured TRANSYSTEMS CORPORATION

Effective Date: 10-01-17  
12:01 A.M., Standard Time

Agent Name LOCKTON COMPANIES LLC

Agent No. 37385-000

**COMMON POLICY FORMS AND ENDORSEMENTS**

U-GU-1223-B CA	09-16	REVISED DEFINITION OF SPOUSE ENDORSEMENT
U-GU-623-A CW	10-02	
U-GU-1191-A CW	03-15	SANCTIONS EXCLUSION ENDORSEMENT
U-GU-D-310-A	01-93	COMMON POLICY DECLARATIONS
U-GU-619-A CW	10-02	SCHEDULE OF FORMS AND ENDORSEMENTS
U-GU-319-F	01-09	IMPORTANT NOTICE - IN WITNESS CLAUSE
U-GU-621-A CW	10-02	SCHEDULE OF NAMED INSURED(S)
U-GU-406-B	07-15	INSTALLMENT PREMIUM SCHEDULE
U-GU-1016-A CW	06-10	KNOWLEDGE BY POSITION OR DEPARTMENT
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
U-GU-298-B CW	04-94	CANCELLATION BY US
IL 00 03	09-08	CALCULATION OF PREMIUM
U-GU-832A MO	07-09	NOTICE TO MISSOURI POLICYHOLDER

**AUTOMOBILE FORMS AND ENDORSEMENTS**

CA 20 54	10-13	EMPLOYEE HIRED AUTOS
CA 20 55	10-01	FELLOW EMPLOYEE COVERAGE
CA 20 70	10-01	COVERAGE FOR CERTAIN OPERATIONS RAILROAD
U-CA-387-A	07-94	SCHEDULE OF LOSS PAYEE(S)
CA 20 01	10-13	ADDL INSD-LESSOR
U-CA-388-A	07-94	NOTICE OF CANCELLATION
U-CA-388-A	07-94	NOTIFICATION TO OTHERS OF CANCELLATION
U-CA-388-A	07-94	CANCELLATION/NON-RENEWAL NOTICE
U-CA-388-A	07-94	SAN DIEGO UNIFIED PORT DISTRICT
U-CA-388-A	07-94	SPECIAL CERTIFICATE - CITY OF LONG BEACH
U-CA-388-A	07-94	SPECIAL CERTIFICATE - CITY OF SANTA
		BARBARA
U-CA-388-A	07-94	SPECIAL CERTIFICATE - CITY OF LONG BEACH
U-CA-388-A	07-94	CANCELLATION/NON-RENEWAL NOTICE
U-CA-388-A	07-94	SPECIAL CERTIFICATE
U-CA-411-E CW	02-14	PREMIUM AND REPORTS AGREEMENT-COMPOSITE
U-CA-531-B	02-08	NOTICE REGARDING TERRORISM PREMIUM
U-CA-548-A CW	10-06	SCHEDULE OF AUTO PHYSICAL DAMAGE DEDUCTI
U-CA-810-A CW	05-10	NOTIF TO OTHERS OF CANC OR NONREN
U-CA-811-A CW	05-10	NOTIF TO OTHERS OF CANC NONRNW RED
U-CA-812-A CW	05-10	NOTIF TO OTHERS OF CANC OR NONREN
U-CA-D-600-C	04-14	BUSINESS AUTO DECLARATIONS
U-CA-D-399-D MA	05-15	MA SUPPLEMENTARY DECLARATIONS
CA 00 01	03-10	BUSINESS AUTO COVERAGE FORM
CA 01 16	10-15	VA CHANGES BUSINESS AUTO COVERAGE FORM
CA 01 66	10-13	MISSOURI CHANGES - POLLUTION EXCLUSION
CA 01 96	10-13	TEXAS CHANGES
CA 02 19	01-16	MO CHANGES-CANCELLATION AND NONRENEWAL
CA 02 67	06-16	FL CHANGES - CANCELLATION AND NONRENEWAL
CA 02 68	10-15	VA CHANGES CANCELLATION AND NONRENEWAL
MM 99 11	10-13	MA MAND.ENDT-BUS.AUTO AND MOT.CARRIER
MM 99 67	10-13	MASSACHUSETTS CHANGES
CA 01 22	01-17	KANSAS CHANGES
CA 01 43	05-17	CALIFORNIA CHANGES
CA 01 50	05-17	SOUTH CAROLINA CHANGES
CA 01 88	10-13	NEW JERSEY CHANGES

**Policy Number  
BAP 3707150-15**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Zurich American Insurance Company**

Named Insured TRANSYSTEMS CORPORATION

Effective Date: 10-01-17  
12:01 A.M., Standard Time

Agent Name	LOCKTON COMPANIES LLC	Agent No.
CA 01 90	10-13 CONNECTICUT CHANGES - LIAB OF MUNICIPAL	37385-000
CA 21 09	10-13 TX UNINSURED/UNDERINSURED MOTORISTS COV	
CA 21 11	10-13 GA UM COV REDUCED BY AT-FAULT LIA LIMIT	
CA 21 14	10-16 NJ UNINSURED AND UNDERINSURED COVERAGE	
CA 21 18	11-15 OKLAHOMA UM COVERAGE-STACKED	
CA 21 33	08-17 OH UM AND UIM - BI	
CA 21 92	10-13 PA UM COVERAGE NON-STACKED	
CA 21 93	10-13 PA UIM MOTORISTS COVERAGE NON-STACKED	
CA 31 43	11-15 OKLAHOMA UM COVERAGE-NONSTACKED	
MM 99 28	10-13 UNINSURED MOTORISTS COVG - MA	
CA 21 04	10-13 MISSOURI UNINSURED MOTORISTS COVERAGE	
CA 21 19	12-13 SC UNINSURED MOTORISTS COVERAGE	
CA 21 30	01-15 ILLINOIS UNINSURED MOTORISTS COVERAGE	
CA 21 37	10-13 KS UNINSURED MOTORISTS COVERAGE	
CA 21 38	10-13 IL UNDERINSURED MOTORISTS COV	
CA 21 53	10-13 IL UM COVERAGE PROPERTY DAMAGE	
CA 21 54	10-13 CA UM COVERAGE - BODILY INJURY	
CA 21 57	03-16 CT UM AND UIM COVERAGE	
CA 21 72	10-09 FL UNINSURED MOTORISTS COV - NON STACKED	
CA 31 04	10-13 MO - UNDERINSURED MOTORISTS COVERAGE	
CA 02 43	11-13 TX CHANGES - CANCELLATION AND NONRENEWAL	
CA 22 10	01-13 FL PERSONAL INJURY PROTECTION	
CA 22 30	03-16 NJ PERSONAL INJURY PROTECTION	
CA 22 37	10-13 PA BASIC FIRST PARTY BENEFIT	
CA 22 56	10-13 PA EXTRAORDINARY MEDICAL BENEFITS COV	
CA 22 64	10-13 TEXAS PERSONAL INJURY PROTECTION ENDT	
MM 99 35	04-11 PIP COVG - MASS	
CA 22 14	10-13 KANSAS PERSONAL INJURY PROTECTION	
CA 04 01	10-13 TX-STATEMENT AMOUNT INS.	
CA 04 24	10-13 CA - AUTO MEDICAL PAYMENTS COVERAGE	
CA 04 44	10-13 WVR OF TRNSFR OF RIGHTS OF RCVRY AGNST	
CA 31 17	10-13 OH UM COVERAGE- PROPERTY DAMAGE	
CA 99 95	10-13 TEXAS SUPPLEMENTARY DEATH BENEFIT	
U-CA-424-F CW	04-14 COVERAGE EXTENSION ENDORSEMENT	
U-CA-573-A CW (0511)	05-11 UM & UIM MOTORISTS COVERAGE- SYMBOL7	
U-CA-825-B CW	02-14 WHO IS AN INSURED AMENDMENT - BROAD FORM	
CA 99 03	10-13 AUTO MEDICAL PAYMENTS COVERAGE	
CA 20 48	10-13 DESIGNATED INSURED	
CA 99 23	10-13 RENTAL REIMBURSEMENT COVERAGE	
CA 99 44	10-13 LOSS PAYABLE CLAUSE	
MM 99 20	10-13 RESTRICTION OF PIP FOR EMP SUBJ TO MA WK	
MM 99 23	04-11 MA RATE MODIFICATION	
MM 99 39	10-13 LOSS OF USE/RENTL REIM COVG - MA	
MM 99 54	10-13 UNDERINSURED MOTORISTS COV - MA	
CA 99 33	10-13 EMPLOYEES AS INSUREDS	
CA 99 28	10-13 STATED AMOUNT INSURANCE	
U-CA-339-C TX	11-13 TEXAS AUTOMOBILE BURGLARY AND THEFT PREV	
UCA813ACW	10-10 2010 COMMERCIAL AUTO MULTISTATE FORMS	



## Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

A handwritten signature in black ink, appearing to read "C. J. [Signature]".

President

A handwritten signature in black ink, appearing to read "D. [Signature]".

Corporate Secretary

**QUESTIONS ABOUT YOUR INSURANCE?** Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America  
Customer Inquiry Center  
1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
**1-800-382-2150** (Business Hours: 8am - 4pm [CT])  
**Email:** info.source@zurichna.com

**Policy Number  
BAP 3707150-15**

**SCHEDULE OF NAMED INSURED(S)**

**ZURICH AMERICAN INSURANCE COMPANY**

Named Insured	TRANSYSTEMS CORPORATION	Effective Date:	10-01-17
			12:01 A.M., Standard Time
Agent Name	LOCKTON COMPANIES LLC	Agent No.	37385-000
NAMED INSURED			
<p>TRANSYSTEMS CORPORATION TRANSYSTEMS CORPORATION TRANSYSTEMS CORPORATION CONSULTANTS JBM ENGINEERS AND PLANNERS, INC. JOHNSON, BRICKELL, MULCAHY AND ASSOCIATES, INC. BOYD, BROWN, STUDE AND CAMBERN CONSULTING ENGINEERS, CHARTERED J.A. BOYD AND ASSOCIATES BOYD, BISHOP AND BROWN BOYD, BROWN AND STUDE TRANSYSTEMS ENGINEERS AND PLANNERS, LLC VICKERMAN, ZACHARY, MILLER, INC. J. A. MAHANEY ENGINEERING VICKERMAN/ZACHARY/MILLER, INC. TRITON CONSULTING ENGINEERS, LTD. EVERAGE CONSULTANTS, INC. EVERAGE, SMITH, FARRINGTON AND ASSOCIATES, INC. FARRINGTON AND ASSOCIATES EVERAGE ENGINEERS DENNIS K. HOYLE AND ASSOCIATES, P.C. MORALES, SHUMER AND MOCK ENGINEERS, INC. MORALES AND SHUMER ENGINEERS, INC. MORALES AND SHUMER AND ASSOCIATES, INC. CULLEN/BURR ASSOCIATES ARCHITECTS, LTD. CULLEN/BURR ARCHITECTS, A DIVISION OF TRANSYSTEMS CORPORATION GLENN AND SADLER ASSOCIATES, INC. GLENN AND SADLER, A DIVISION OF TRANSYSTEMS CORPORATION GLENN AND SADLER JOE D. GLENN AND ASSOCIATES, INC. GLENN-ROLLINS AND ASSOCIATES, INC. JOE D. GLENN, JR. CONSULTING ENGINEERS R.L. BEALE, INC. NEWBILL AND BUA, INC. GORDAN, BUA AND READ, INC. GORDAN, BUA AND READ, A DIVISION OF TRANSYSTEMS CORPORATION THE EASTERN ENGINEERING ASSOCIATES, INC. KATO AND WARREN CONSULTANTS, INC. KATO AND WARREN/TRANSYSTEMS CORPORATION LOPATKA, MURDOCK, JAMMAL AND ASSOCIATES, INC. LOPATKA, MURDOCK, JAMMAL AND ASSOCIATES, A TRANSYSTEMS CORPORATION TRANSYSTEMS CORPORATION CONSULTANTS OF CANADA CANNON AND ASSOCIATES, INC., CONSULTING ENGINEERS CANNON AND ASSOCIATES, A DIVISION OF TRANSYSTEMS CORPORATION HAYASHI CORPORATION HAYASHI MCNALLY, INC. PACE GROUP, INC. TRANSYSTEMS ADVISORS, INC. UTILITY LAND COMPANY, INC. TRANSYSTEMS CORPORATION INTERNATIONAL ST. ONGE, RUFF AND ASSOCIATES, INC., A DIVISION OF TRANSYSTEMS CORPORATION ST. ONGE, RUFF PLANNERS AND ENGINEERS, INC. ST. ONGE, RUFF AND ASSOCIATES, INC. ST. ONGE, RUFF CONSTRUCTION MANAGERS, INC. SILVESTER + TAFURO, INC.</p>			

**Policy Number  
BAP 3707150-15**

**SCHEDULE OF NAMED INSURED(S)**

**ZURICH AMERICAN INSURANCE COMPANY**

Named Insured	TRANSYSTEMS CORPORATION	Effective Date:	10-01-17
			12:01 A.M., Standard Time
Agent Name	LOCKTON COMPANIES LLC	Agent No.	37385-000

**NAMED INSURED**

SILVESTER + TAFURO, INC., A DIVISION OF TRANSYSTEMS CORPORATION  
SILVESTER AND TAFURO INTERNATIONAL  
STSC ARCHITECTS, INC.  
STSC ARCHITECTS, INC., A DIVISION OF TRANSYSTEMS CORPORATION  
STSC CONSULTING GROUP  
V.C. PATTERSON AND ASSOCIATES, P.C.  
WILLIAM R. BREMNER, ARCHITECT  
MANALYTICS, INC.  
MILLER CONSULTING  
MILLER CONSULTING, INC.  
AUTOMATION ASSOCIATES, INC.  
AUTOMATION ASSOCIATES, INC. A DIVISION OF TRANSYSTEMS CORPORATION  
AUTOMATION OF CALIFORNIA (NAMED USED FOR STATE OF TENNESSEE)  
CONCEPT MARINE ASSOCIATES, A DIVISION OF TRANSYSTEMS CORPORATION  
CONCEPT MARINE ASSOCIATES, INC.  
CONCEPT MARINE  
CONCEPT MARINE ASSOCIATES  
ELAN REALTY INVESTMENTS, INC.  
TRANSYSTEMS REAL ESTATE CONSULTING, INC.  
TRANSYSTEMS/SECURACOMM, INC.  
SECURACOMM  
SECURACOMM CONSULTING  
SECURACOMM CONSULTING LLC  
SECURACOMM INTERNATIONAL  
SECURACOMM INTERNATIONAL LLC  
TRANSYSTEMS | MNB ARCHITECTS/ENGINEERS  
MOFFATT, NICHOL & BONNEY, INC. ARCHITECT/ENGINEERS DBA MNB  
ARCHITECTS/ENGINEERS  
MOFFATT, NICHOL & BONNEY, INC./MNB LIMITED PARTNERSHIP  
MOFFATT, NICHOL & TAYLOR  
MOFFAT, NICHOL & BONNEY, INC.  
EXSYNC, INC., DBA ESYNC  
TRANSYSTEMS|CAMPBELL HILL CORPORATION  
TRANSYSTEMS - ESYNC CORPORATION  
TRANSYSTEMS|LICHTENSTEIN CONSULTING ENGINEERS, INC.  
LICHTENSTEIN ENGINEERING ASSOCIATES, P.C.  
AVIATION SECURE LLC  
ENERGY SECURE LLC  
HOMELAND SECURITY INSTITUTE OF THE AMERICAS LLC  
INFRASTRUCTURE SECURITY SOLUTIONS LLC  
MOBIUS SECURITY GROUP LLC  
RAIL SECURE LLC  
A.G. LICHTENSTEIN & ASSOCIATES, INC.  
SEA SECURE LLC  
A.G. LICHTENSTEIN P.E.  
WATER SECURE LLC  
JAMES DANIELS & ASSOCIATES  
STONE CONSULTING & DESIGN, INC.  
TRANSYSTEMS|STONE CONSULTING & DESIGN, INC.  
GROSS AND ASSOCIATES  
J. GEORGE GROSS AND ASSOCIATES  
TY LIN JOINT VENTURE  
TRANSYSTEMS ARCHITECTS AND ENGINEER, PC  
DPK&A ARCHITECTS

**Policy Number  
BAP 3707150-15**

**SCHEDULE OF NAMED INSURED(S)**

**ZURICH AMERICAN INSURANCE COMPANY**

Named Insured	TRANSYSTEMS CORPORATION	Effective Date:	10-01-17
		12:01 A.M., Standard Time	
Agent Name	LOCKTON COMPANIES LLC	Agent No.	37385-000

**NAMED INSURED**

TAG  
THE ACCESS GROUP, LLC  
RUTH & DUNAVANT ARCHITECTS  
R&D ARCHITECTS  
TRANSYSTEMS CORPORATION OF ALABAMA  
TRANSYSTEMS CORPORATION OF ARKANSAS  
TRANSYSTEMS CORPORATION OF COLORADO  
TRANSYSTEMS CORPORATION OF CONNECTICUT  
TRANSYSTEMS CORPORATION CONSULTANTS OF FLORIDA  
TRANSYSTEMS CORPORATION OF IDAHO, P.A.  
TRANSYSTEMS CORPORATION OF ILLINOIS  
TRANSYSTEMS CORPORATION OF IOWA  
TRANSYSTEMS CORPORATION OF MAINE  
TRANSYSTEMS CORPORATION OF MARYLAND  
TRANSYSTEMS CORPORATION OF MASSACHUSETTS  
TRANSYSTEMS CORPORATION OF MICHIGAN  
TRANSYSTEMS CORPORATION OF MISSISSIPPI, P.A.  
TRANSYSTEMS CORPORATION OF NEVADA  
TRANSYSTEMS CORPORATION ARCHITECT OF NEW JERSEY  
TRANSYSTEMS ARCHITECT AND ENGINEER, P.C. (NEW YORK)  
TRANSYSTEMS CORPORATION OF NORTH CAROLINA, P.C.  
TRANSYSTEMS CORPORATION CONSULTANTS OF NORTH DAKOTA, P.C.  
TRANSYSTEMS CORPORATION OF OHIO  
TRANSYSTEMS CORPORATION OF OKLAHOMA  
TRANSYSTEMS CORPORATION ARCHITECTURE OF OREGON  
TRANSYSTEMS CORPORATION CONSULTANTS OF PENNSYLVANIA  
TRANSYSTEMS CORPORATION OF RHODE ISLAND  
TRANSYSTEMS CORPORATION OF DISTRICT OF COLUMBIA, P.C.  
TRANSYSTEMS CORPORATION CONSULTANTS OF MONTANA  
LICHENSTEIN CONSULTING ENGINEERS, PC  
TRANSYSTEMS RMC, INC.  
AEGIS SECURITY DESIGN  
RAHIMIAN MANAGEMENT AND CONSULTING, INC.  
LICHENSTEIN-TY LIN  
GANNETT FLEMING/LICHENSTEIN  
POND-TRANSYSTEMS LLC  
TSD RAIL SPECIALISTS LLC  
E.H. PECHAN AND  
ASSOCIATES, INC.  
  
AEGIS PROTECTION GROUP, INC.  
HEALTHCARE PERFORMANCE PARTNERS, LLC  
TAG MAINTENANCE & FACILITY SOLUTIONS  
LICHENSTEIN CONSULTING ENGINEERS, INC.  
TRANSYSTEMS SECURITY CONSULTING CORPORATION  
LICHENSTEIN CONSULTING ENGINEERS, P.C. + T.Y. LINN INTERNATIONAL,  
P.C.



## INSTALLMENT PREMIUM SCHEDULE

The total premium shown in the Declarations of this policy is made payable in installments, on the dates and in the amounts shown below.

NAMED INSURED	POLICY NUMBER	ENDORSEMENT NUMBER
TRANSYSTEMS CORPORATION	BAP 3707150-15	

Typed: **AGENCY BILL**

PAYMENT DUE	STANDARD PREMIUM	TAXES PREPAID	TOTAL PREMIUM
-----	-----	-----	-----
10/01/17	\$ 41,689.00	\$ 72.68	\$ 41,761.68
11/01/17	\$ 13,899.00		\$ 13,899.00
12/01/17	\$ 13,896.00		\$ 13,896.00
01/01/18	\$ 13,896.00		\$ 13,896.00
02/01/18	\$ 13,896.00		\$ 13,896.00
03/01/18	\$ 13,896.00		\$ 13,896.00
04/01/18	\$ 13,896.00		\$ 13,896.00
05/01/18	\$ 13,896.00		\$ 13,896.00
06/01/18	\$ 13,896.00		\$ 13,896.00
07/01/18	\$ 13,896.00		\$ 13,896.00
TOTAL	\$ 166,756.00	\$ 72.68	\$ 166,828.68

Failure to pay the installment Premium by the Due Date shown shall constitute non-payment of premium for which we may cancel this policy.

# Knowledge by Position or Department

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3707150-15	10/01/2017	10/01/2018		37385000	INCL	

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

This endorsement modifies insurance provided under the:

**Business Auto Coverage Part**  
**Commercial General Liability Coverage Part**  
**Liquor Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**  
**Railroad Protective Liability Coverage Part**

## SCHEDULE

<b>Position or Department:</b>	RISK MANAGER

The following Condition is added:

### **Knowledge By Your Employee**

1. Knowledge of an "accident", "occurrence", offense, "injury", claim, "suit" or loss by your employee will not in and of itself be considered your knowledge of the "accident", "occurrence", offense, "injury", claim, "suit" or loss unless an employee who:
  - a. Holds a position; or
  - b. Is a member of a department;
 shown in the Schedule of this endorsement receives such knowledge.
2. This endorsement does not apply unless the Schedule of this endorsement indicates at least one Position or Department.

All other terms and conditions of this policy remain unchanged.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### **A. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **B. Changes**

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

### **C. Examination Of Your Books And Records**

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

### **D. Inspections And Surveys**

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

- b. Give you reports on the conditions we find; and
- c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### **E. Premiums**

The first Named Insured shown in the Declarations:

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

### **F. Transfer Of Your Rights And Duties Under This Policy**

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

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

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

FARM COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

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

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

- C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

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

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



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

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

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

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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

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

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

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



**This endorsement changes the policy. Please read it carefully.**

This endorsement modifies insurance provided by the following:

BOILER AND MACHINERY COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL INLAND MARINE COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE FORM  
FARM COVERAGE FORM  
GARAGE COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
POLLUTION LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

**SCHEDULE**

**Number of Days' Notice:** 90

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

# Cancellation By Us



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.

**Named Insured and Mailing Address:**

**Producer:**

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

This endorsement modifies insurance provided by the following:

**Boiler and Machinery Coverage Form**  
**Business Auto Coverage Form**  
**Commercial Crime Coverage Form**  
**Commercial General Liability Coverage Form**  
**Commercial Inland Marine Coverage Form**  
**Commercial Property Coverage Form**  
**Farm Coverage Form**  
**Garage Coverage Form**  
**Liquor Liability Coverage Form**  
**Motor Carrier Coverage Form**  
**Pollution Liability Coverage Form**  
**Products/Completed Operations Liability Coverage Form**  
**Truckers Coverage Form**

## **SCHEDULE**

**Number of Days' Notice: 60**

**Chicago Transit Authority**

**Dept. of risk Compliance**

**P.O. Box 7567**

**Chicago, IL 60680**

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Signed by: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Representative

Date

# Cancellation By Us



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.

**Named Insured and Mailing Address:**

**Producer:**

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

This endorsement modifies insurance provided by the following:

**Boiler and Machinery Coverage Form**  
**Business Auto Coverage Form**  
**Commercial Crime Coverage Form**  
**Commercial General Liability Coverage Form**  
**Commercial Inland Marine Coverage Form**  
**Commercial Property Coverage Form**  
**Farm Coverage Form**  
**Garage Coverage Form**  
**Liquor Liability Coverage Form**  
**Motor Carrier Coverage Form**  
**Pollution Liability Coverage Form**  
**Products/Completed Operations Liability Coverage Form**  
**Truckers Coverage Form**

## **SCHEDULE**

**Number of Days' Notice: 30**

New Jersey Turnpike Authority

Attn: Chief Engineer

P.O. Box 5042

Woodbridge, NJ 07095-5042

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Signed by: \_\_\_\_\_  
Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

# Cancellation By Us



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.

**Named Insured and Mailing Address:**

**Producer:**

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

This endorsement modifies insurance provided by the following:

**Boiler and Machinery Coverage Form**  
**Business Auto Coverage Form**  
**Commercial Crime Coverage Form**  
**Commercial General Liability Coverage Form**  
**Commercial Inland Marine Coverage Form**  
**Commercial Property Coverage Form**  
**Farm Coverage Form**  
**Garage Coverage Form**  
**Liquor Liability Coverage Form**  
**Motor Carrier Coverage Form**  
**Pollution Liability Coverage Form**  
**Products/Completed Operations Liability Coverage Form**  
**Truckers Coverage Form**

## **SCHEDULE**

**Number of Days' Notice: 30**

Columbus Regional Airport Authority

Port Columbus International Airport

Rickenbacker International Airport and Bolton Field to Show

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Signed by: \_\_\_\_\_  
Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

# Cancellation By Us



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.

**Named Insured and Mailing Address:**

**Producer:**

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

This endorsement modifies insurance provided by the following:

**Boiler and Machinery Coverage Form**  
**Business Auto Coverage Form**  
**Commercial Crime Coverage Form**  
**Commercial General Liability Coverage Form**  
**Commercial Inland Marine Coverage Form**  
**Commercial Property Coverage Form**  
**Farm Coverage Form**  
**Garage Coverage Form**  
**Liquor Liability Coverage Form**  
**Motor Carrier Coverage Form**  
**Pollution Liability Coverage Form**  
**Products/Completed Operations Liability Coverage Form**  
**Truckers Coverage Form**

## **SCHEDULE**

**Number of Days' Notice: 60**

**County of Dupage**

**c/o Dupage County Division of Transportation**

**421 N. County Farm Rd.**

**Wheaton, IL 60187**

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Signed by: \_\_\_\_\_  
Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

# Cancellation By Us



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.

**Named Insured and Mailing Address:**

**Producer:**

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

This endorsement modifies insurance provided by the following:

**Boiler and Machinery Coverage Form**  
**Business Auto Coverage Form**  
**Commercial Crime Coverage Form**  
**Commercial General Liability Coverage Form**  
**Commercial Inland Marine Coverage Form**  
**Commercial Property Coverage Form**  
**Farm Coverage Form**  
**Garage Coverage Form**  
**Liquor Liability Coverage Form**  
**Motor Carrier Coverage Form**  
**Pollution Liability Coverage Form**  
**Products/Completed Operations Liability Coverage Form**  
**Truckers Coverage Form**

## **SCHEDULE**

**Number of Days' Notice: 60**

**Jacobs Project Management Co. and Jacobs Engineering Group, Inc.**

**c/o Marsh, Inc.**

**111 SW Columbia, Ste. 500**

**Portland, OR 97201**

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Signed by: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Representative

Date

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

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

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.





## Notice to Missouri Policyholder

The Insurer is a member of the Missouri Property and Casualty Guaranty Association (hereinafter known as Association).

1. Under Section 375.772 2.(7) of the Revised Statutes of Missouri (RSMO), claims covered by the Act do not include a **claim** by or against an **Insured** or an insolvent Insurer if that **Insured** has a net worth of \$25 million on the date the Insurer becomes insolvent.
2. Under Section 375.775.1(1) (RSMO), the Association's obligation includes only the amount of each covered **claim** which is less than \$300,000. However, the Association will not:
  - a. Be obligated to an **Insured** or claimant in excess of the limits of liability of the policy from which the **claim** arises; or
  - b. Return to the **Insured** any unearned premium in excess of \$25,000.



## Important Notice to Florida Policyholders

In the event you need to contact someone about this policy, for any reason, please contact your agent. If you have additional questions, you may contact the Zurich U.S. office at the following address and telephone number:

Customer Inquiry Center  
Zurich North America  
1299 Zurich Way  
Schaumburg, IL 60196  
800-382-2150

If you have been unable to contact or obtain satisfaction from your agent or company, you may contact the Florida Office of Insurance Regulation at:

Office of Insurance Regulation  
200 East Gaines Street  
Tallahassee, Florida 32399  
850-413-3140

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.



## **Important Notice**

# **Texas Safety Consultation Services**

Zurich in North America has loss control services available at no additional charge.

If you would like additional information regarding these services, please contact us or visit our website. If you would like to request services, please complete the information on this form and mail it to the address listed below.

Zurich Services Corporation  
Risk Engineering  
1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
1-800-982-5964  
<http://www.zurichna.com/riskengineering>

I request additional safety and health services

Company name

Contact name

Address

City

State

Zip code

Telephone number

Policy number



## Illinois Civil Union Act Policyholder Notice

On June 1, 2011, Public Act 96-1513, the Religious Freedom Protection and Civil Union Act ("the Act") became effective. Under the Act, both same-sex and opposite-sex couples may enter into a civil union. A party to a civil union is entitled to the same legal obligations, responsibilities, protections, and benefits as are afforded or recognized by the law of Illinois a spouse; whether they derive from statute, administrative rule, common law, or any other source of civil or criminal law. A marriage between persons of the same sex, a civil union, or a substantially similar legal relationship other than common law marriage, legally entered into in another jurisdiction, shall be legally recognized in Illinois as a civil union.

**CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE:**

Illinois law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, the Employee Retirement Income Security Act of 1974, a federal law known as "ERISA" controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights.

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

## **EMPLOYEE HIRED AUTOS**

This endorsement modifies insurance provided under the following:

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

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

### **A. Changes In Covered Autos Liability Coverage**

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

### **B. Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto and Auto Dealers Coverage Forms and Paragraph **5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- 1. Any covered "auto" you lease, hire, rent or borrow; and**

- 2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.**

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

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

## **FELLOW EMPLOYEE COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.



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

## **COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

### **SCHEDULE**

<b>Scheduled Railroad</b>	<b>Designated Job Site</b>
EJ & E RAILWAY CO.	

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

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

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

## **COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

### **SCHEDULE**

<b>Scheduled Railroad</b>	<b>Designated Job Site</b>
ALL OPERATIONS PERFORMED FOR, OR	
AFFECTING, RAILROADS AS REQUIRED BY	
WRITTEN CONTRACT	

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

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

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**SCHEDULE OF LOSS PAYEE(S)**

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Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

St. Veh. #	Description of Vehicle	Loss Payee and Mailing Address
		ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE LOSS PAYABLE COVERAGE. 2400 PERSHING RD STE 400 KANSAS CITY, MO USA 64108

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

## **LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

<b>Insurance Company:</b> ZURICH AMERICAN INSURANCE COMPANY		
<b>Policy Number:</b>	BAP 3707150-15	<b>Effective Date:</b> 10-01-2017
<b>Expiration Date:</b> 10-01-2018		
<b>Named Insured:</b> TRANSYSTEMS CORPORATION		
<b>Address:</b> 2400 PERSHING RD KANSAS CITY MO 64108-		
<b>Additional Insured (Lessor):</b> ALL LESSORS <b>Address:</b> 2400 PERSHING RD STE 400 KANSAS CITY, MO USA 64108		
<b>Designation Or Description Of "Leased Autos":</b>		

Coverages	Limit Of Insurance	
<b>Covered Autos Liability</b>	1,000,000	Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus 1,000	Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus 1,000	Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus	Deductible For Each Covered "Leased Auto"

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

#### A. Coverage

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

#### B. Loss Payable Clause

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

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

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

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

#### E. Additional Definition

As used in this endorsement:

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

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**ENDORSEMENT**

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Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 3707150-15  
Renewal of Number  
BAP 3707150-14

**NOTICE OF CANCELLATION**

INSURER AGREES THAT THE COVERAGE, AS REQUIRED BY GEORGIA LAW, SHALL NOT BE CANCELED, CHANGED, ALLOWED TO LAPSE, OR ALLOWED TO EXPIRE UNTIL THIRTY (30) CALENDAR DAYS (TEN (10) CALENDAR DAYS FOR NONPAYMENT OF PREMIUM) AFTER WRITTEN NOTICE BY UNITED STATES CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, OR STATUTORY OVERNIGHT MAIL IN ACCORDANCE WITH CODE SECTION 9-10-12, IN AN ENVELOPE ADDRESSED TO THE PARTY TO BE NOTIFIED. EACH INSURER HAS BEEN NOTIFIED THAT UNDER GEORGIA LAW, THE REQUIREMENT THAT ATTORNEY GENERAL OF GEORGIA SHALL REPRESENT AND DEFEND GDOT AND THE INDEMNITEES REMAINS IN FULL FORCE AND EFFECT AND IS NOT WAIVED BY ISSUANCE OF ANY POLICY OF INSURANCE. IN THE EVENT OF LITIGATION, ANY SETTLEMENT ON BEHALF OF GDOT AND THE INDEMNITIES MUST BE EXPRESSLY APPROVED BY THE ATTORNEY GENERAL.

ROWENA COWANS, MPA, CTM  
CONTRACT OFFICER  
GEORGIA DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRANSPORTATION SERVICES PROCUREMENT  
ONE GEORGIA CENTER, 19TH FLOOR  
600 W. PEACHTREE STREET, NW  
ATLANTA, GEORGIA 30308

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**ENDORSEMENT**

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Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 3707150-15  
Renewal of Number  
BAP 3707150-14

**NOTIFICATION TO OTHERS OF CANCELLATION**

REPLACE

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**ENDORSEMENT**

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Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 3707150-15  
Renewal of Number  
BAP 3707150-14

**CANCELLATION/NON-RENEWAL NOTICE**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED BY THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

IN THE EVENT OF CANCELLATION OR NON-RENEWAL, WRITTEN NOTICE WILL BE GIVEN TO THE INSURED 90 DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION OR NON-RENEWAL, EXCEPT FOR NON-PAYMENT OF PREMIUM, WHERE 10 DAYS NOTICE WILL BE GIVEN.

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**ENDORSEMENT**

Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 3707150-15  
Renewal of Number  
BAP 3707150-14

**SAN DIEGO UNIFIED PORT DISTRICT****GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES):**

ALL WRITTEN AGREEMENTS, CONTRACTS AND LEASES WITH THE SAN DIEGO UNIFIED PORT DISTRICT AND/OR ANY AND ALL ACTIVITIES OR WORK PERFORMED ON DISTRICT PREMISES

ALL WRITTEN AGREEMENTS, CONTRACTS, AND LEASES WITH THE SAN DIEGO UNIFIED PORT DISTRICT AND/OR ANY AND ALL ACTIVITIES OR WORK PERFORMED ON DISTRICT OWNED PREMISES.

NOTWITHSTANDING ANY INCONSISTENT STATEMENT IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR IN ANY ENDORSEMENT NOW OR HEREAFTER ATTACHED THERETO, IT IS AGREED AS FOLLOWS:

1. THE SAN DIEGO UNIFIED PORT DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE ADDITIONAL INSURED IN RELATION TO THOSE OPERATIONS, USES, OCCUPATIONS, ACTS, AND ACTIVITIES DESCRIBED GENERALLY ABOVE, INCLUDING ACTIVITIES OF THE NAMED INSURED, ITS OFFICERS, AGENTS, EMPLOYEES OR INVITEES, OR ACTIVITIES PERFORMED ON BEHALF OF THE NAMED INSURED.
2. INSURANCE UNDER THE POLICY(IES) LISTED ON THIS ENDORSEMENT IS PRIMARY AND NO OTHER INSURANCE OR SELF-INSURED RETENTION CARRIED BY THE SAN DIEGO UNIFIED PORT DISTRICT WILL BE CALLED UPON TO CONTRIBUTE TO A LOSS COVERED BY INSURANCE FOR THE NAMED INSURED.
3. THE POLICY(IES) LISTED ON THIS ENDORSEMENT WILL APPLY SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT EXCEPT WITH RESPECT TO THE LIMITS OF THE INSURER'S LIABILITY.
4. AS RESPECTS THE POLICY(ES) LISTED ON THIS ENDORSEMENT, WITH THE EXCEPTION OF CANCELLATION DUE TO NONPAYMENT OF PREMIUM, THIRTY (30) DAYS WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WILL BE GIVEN TO THE SAN DIEGO UNIFIED PORT DISTRICT PRIOR TO THE EFFECTIVE DATE OF CANCELLATION, CHANGE IN COVERAGE, REDUCTION OF LIMITS OR NON-RENEWAL. IN THE EVENT OF CANCELLATION DUE TO NONPAYMENT OF PREMIUM, TEN (10) DAYS WRITTEN NOTICE SHALL BE GIVEN. EXCEPT AS STATED ABOVE, AND NOT IN CONFLICT WITH THIS ENDORSEMENT, NOTHING CONTAINED HEREIN SHALL BE HELD TO WAIVE, ALTER OR EXTEND ANY OF THE LIMITS, AGREEMENTS OR EXCLUSIONS OF THE POLICY(ES) TO WHICH THIS ENDORSEMENT APPLIES.

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION, LIMIT REDUCTIONS, AND CHANGES IN COVERAGE TO:

SAN DIEGO UNIFIED PORT DISTRICT AUDIT, RISK MANAGEMENT & SAFETY P.O.

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**ENDORSEMENT**

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Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 3707150-15  
Renewal of Number  
BAP 3707150-14

**SAN DIEGO UNIFIED PORT DISTRICT**

BOX 120488  
SAN DIEGO, CA 92112-0488

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**ENDORSEMENT**

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Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 3707150-15  
Renewal of Number  
BAP 3707150-14

**SPECIAL CERTIFICATE - CITY OF LONG BEACH**

REPLACE

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**ENDORSEMENT**

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Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 3707150-15  
Renewal of Number  
BAP 3707150-14

**SPECIAL CERTIFICATE - CITY OF SANTA BARBARA**

REPLACE

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**ENDORSEMENT**

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Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 3707150-15  
Renewal of Number  
BAP 3707150-14

**SPECIAL CERTIFICATE - CITY OF LONG BEACH**

REPLACE

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**ENDORSEMENT**

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Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 3707150-15  
Renewal of Number  
BAP 3707150-14

**CANCELLATION/NON-RENEWAL NOTICE**

IN THE EVENT OF CANCELLATION OR NON-RENEWAL, WRITTEN NOTICE WILL BE GIVEN TO THE INSURED 90 DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION OR NON-RENEWAL, EXCEPT FOR NON-PAYMENT OF PREMIUM, WHERE 10 DAYS NOTICE WILL BE GIVEN.

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**ENDORSEMENT**

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Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 3707150-15  
Renewal of Number  
BAP 3707150-14

**SPECIAL CERTIFICATE**

CITY OF LONG BEACH #1

# Premium And Reports Agreement – Composite Rated Policies



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

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

This endorsement modifies insurance provided under the:

**Auto Dealers Coverage Form  
Business Auto Coverage Form  
Motor Carrier Coverage Form**

<b>Schedule</b>		
<b>Units of Exposure</b> – Indicate your selection of one of the following with an <input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/> Per "auto"	<input type="checkbox"/> Per \$100 "cost of hire"	<input type="checkbox"/> Per 10,000 "miles"
<input type="checkbox"/> Per "auto – power units only"	<input type="checkbox"/> Per \$100 of "gross receipts"	<input type="checkbox"/> Per 100 "miles"
<input type="checkbox"/> Per \$1,000 "payroll"		
<input type="checkbox"/> "Other":		
<b>Estimated Unit(s) of Exposure</b>	<b>Composite Rate(s)</b>	<b>Estimated Premium(s)</b>
PPT,I,M (136)	\$1,114	\$151,504
RV'S (0)	\$739	
TRAILERS (2)	INCLUDED	INCLUDED RETYPE
	<b>Deposit Premium:</b>	\$153,116
	<b>Minimum Premium:</b>	\$122,493

The **Premium Audit Condition** is replaced by the following:

#### **Premium Audit**

- a. We will compute all premiums for this coverage form according to our rules and the Composite Rate(s) shown in the Schedule of this endorsement or attached hereto. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures at the time of final audit.
- b. The Deposit Premium shown in the Schedule of this endorsement is due and payable on the first day of the policy period. In addition, the first Named Insured will pay, within 20 days following the date of mailing or delivery of a statement of interim audited premium, any additional earned premium that is developed during any interim audit conducted by us during the policy period.
- c. Within 180 days after this coverage form expires we will conduct a final audit, which may not be waived. We will compute the earned premium for the policy period by multiplying the Composite Rate for the indicated Unit of Exposure shown in the Schedule of this endorsement against your actual exposures as determined by such final audit. If the resulting earned premium is greater than the sum of the Deposit Premium shown in the Schedule and any interim adjustment premiums, the first Named Insured will pay us the excess; if less, we will return the unearned premium to the first Named Insured. However, the earned premium will not be less than the Minimum Premium shown in the Schedule. If no Minimum Premium is shown in the Schedule, the Minimum Premium will be 80% of the Deposit Premium.

- d. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.
- e. The first Named Insured must maintain records of the information we need for premium computation and send us copies at such times as we may request.
- f. Solely with respect to this endorsement, the Units of Exposure shown in the Schedule of this endorsement are defined as follows:
  - (1) "Auto" means the actual number of covered "autos" determined by adding the number of covered "autos" at the beginning of the policy period to the number of covered "autos" at the end of the policy period or termination date and dividing this sum by two.
  - (2) "Auto – power units only" means the actual number of covered "autos – power units only" determined by adding the number of covered "autos – power units only" at the beginning of the policy period to the number of covered "autos – power units only" at the end of the policy period or termination date and dividing this sum by two. This includes "autos" operated under their own power only.
  - (3) "Cost of hire" means the total cost of hiring the "autos". If "autos" are hired without operators, this includes the actual wages of the operators of such "autos".
  - (4) "Gross receipts" means the total amount earned by the "insured" for shipping or transporting property. This includes:
    - (a) The total amount received from the rental of equipment with or without drivers, to any person or organization not engaged in the business of transporting property for hire by "auto", and
    - (b) 15% of the total amount received from the rental of equipment, with or without drivers, to any person or organization engaged in the business of transporting property for hire by "auto".

"Gross receipts" does not include:

- (i) Amounts paid to air, sea or land carriers operating under their own permits;
- (ii) Taxes collected as a separate item and paid directly to the government;
- (iii) Cash on delivery collections for cost of merchandise including collection fees;
- (iv) Warehouse storage charges; or
- (v) Advertising revenue.

This definition applies whether shipment originates with the "insured" or some other carrier.

- (5) "Miles" means the total mileage driven during the policy period by all revenue producing "autos".
- (6) "Payroll" means total remuneration for all "employees" of the "insured".
- (7) "Other" means the description shown under the "Other" Unit of Exposure category shown in the Schedule of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.



**THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **NOTICE REGARDING TERRORISM PREMIUM (FOR COMMERCIAL AUTOMOBILE INSURANCE)**

### **SCHEDULE\***

Premium attributable to risk of loss resulting from terrorism for the Commercial Automobile line of insurance: Automobile	\$1,651.00
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\*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### **A. Terrorism Risk Insurance Act ('TRIA')**

The Commercial Automobile line is not part of TRIA. On December 22, 2005, the President of the United States signed the first TRIA extension act into law and, at that time, the Commercial Auto line was removed from the program. The federal government does not share in Commercial Automobile terrorism losses..

#### **B. Disclosure of Terrorism Premium**

We have elected to provide notice to you of the amount of the total policy premium attributable to the risk of loss from terrorism for the Commercial Automobile line of insurance.

# Schedule of Auto Physical Damage Deductibles



The Schedule set forth below identifies the Deductible to apply to the Coverage(s) and Vehicle(s) described.

## SCHEDULE

Coverage	Vehicle Description	Deductible
COMPREHENSIVE	ALL VEHICLES	\$1,000
COLLISION	ALL VEHICLES	\$1,000



# Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3707150-15	10/01/2017	10/01/2018		37385000	INCL	

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

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

### SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
PENNDOT	30
CONTRACT MANAGEMENT SECTION	
400 N ST 7TH FLOOR	
HARRISBURGH, PA 17120	
30 DAY NOC, 15 DAY NONPAYMENT	

All other terms and conditions of this policy remain unchanged.

# Notification to Others of Cancellation or Nonrenewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3707150-15	10/01/2017	10/01/2018		37385000	INCL	

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

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

### SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
PENNDOT ENGINEERING DISTRICT 12-0	
PO BOX 459	
825 N GALLATIN AVE	
UNIONTOWN PA 15401	
30 DAY NOC-15 DAY NON	

All other terms and conditions of this policy remain unchanged.



# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3707150-15	10/01/2017	10/01/2018		37385000	\$ INCL	\$

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

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
PORT AUTHORITY OF NEW YORK & NEW JERSEY	30
RISK MANAGEMENT - TREASURY DEPT.	
225 PARK AVE SOUTH, 12 FL	
NEW YORK, NY 10003	

All other terms and conditions of this policy remain unchanged.



# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3707150-15	10/01/2017	10/01/2018		37385000	\$ INCL	\$

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

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
PARSONS TRANSPORTATION GROUP, INC.	30
PO BOX 612008	
3003 SOUTH SERVICES RD.	
DFW AIRPORT, TX 75261	

All other terms and conditions of this policy remain unchanged.



# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3707150-15	10/01/2017	10/01/2018		37385000	\$ INCL	\$

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

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
CHEVRON LAND DEVELOPMENT COMPANY	30
6724 BROKEN ARROW TRAIL SOUTH	
LAKELAND, FL 33813	

All other terms and conditions of this policy remain unchanged.



# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3707150-15	10/01/2017	10/01/2018		37385000	\$ INCL	\$

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

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY	30
DBA LYNX	
455 NORTH GARLAND AVE., SUITE 500	
ORLANDO, FL 32801	

All other terms and conditions of this policy remain unchanged.



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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
+	30
ATTN: PURCHASING MANAGER	
845 W. IRVING BLVD.	
IRVING, TX 75060	

All other terms and conditions of this policy remain unchanged.



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- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
CITY OF LEAVENWORTH	30
CITY HALL	
100 NO. 5TH ST.	
LEAVENWORTH, KS 66048	

All other terms and conditions of this policy remain unchanged.



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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
SOUTH CAROLINA PUBLIC RAILWAYS (DIVISION OF THE SOUTH CAROLINA DEPARTMENT OF COMMERCE)	30
ATTN: TAREK RAVENEL PROJECT MANAGER	
540 E BAY ST.	
CHARLESTON, SC 29403	

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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
COUNTY OF CLINTON / CLINTON COUNTY GOVERNMENT CENTER	30
137 MARGARET ST	
PLATTSBURG, NY 12901	

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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
METRO-NORTH COMMUTER RAILROAD COMPANY / C/O MTA RISK &	30
INSURANCE MANAGEMENT/STANDARDS ENFORCEMENT	
& CLAIMS UNIT	
2 BROADWAY-21ST FL	
NEW YORK, NY 10004	

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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
CITY OF PLANO / PUBLIC WORKS & ENGINEERING DEPT	10
PO BOX 860358	
PLANO, TX 75086	

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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
EMPIRE STATE BUILDING COMPANY, LLC	30
NEWMARK & COMPANY REAL ESTATE, INC	
350 FIFTH AVE. , STE. 300	
NEW YORK, NY 10118	

All other terms and conditions of this policy remain unchanged.



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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ROCK OHIO CAESARS, LLC	30
C/O WILLIS OF OHIO	
200 PUBLIC SQUARE, STE 3760	
CLEVELAND, OH 44114	

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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
CITY OF SUGAR LAND	30
PO BOX 110	
SUGAR LAND, TX 77487	

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SCHEDULE	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY;	30
OFFICE OF RISK MANAGEMENT	
P.O. BOX 82776	
SAN DIEGO, CA 92138-2776	

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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
CITY OF SANTA BARBARA	30
P.O. BOX 1990	
SANTA BARBARA, CA 93102-1990	

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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
EAST BAY MUNICIPAL UTILITY DISTRICT (EBMUD)	30
2020 WAKE AVENUE, P.O. BOX 24055, MS #59	
OAKLAND, CA 94623-1055	

All other terms and conditions of this policy remain unchanged.



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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
CONNECTICUT DEPARTMENT OF TRANSPORTATION	30
CONTRACT ADMINISTRATION	
2800 BERLIN TURNPIKE	
NEWINGTON, CT 06111	

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  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION	30
110 WOOD AND GROVE ST	
MORRISVILLE, PA 19067	

All other terms and conditions of this policy remain unchanged.



# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3707150-15	10/01/2017	10/01/2018		37385000	\$ INCL	\$

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

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
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  2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
DAVID & FLOYD	30
240 STONEBRIDGE DR. STE 305	
COLUMBIA, SC 29210	

All other terms and conditions of this policy remain unchanged.



# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
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- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
PARSONS TRANSPORTATION GROUP, INC. 2443 CROWNE POINT DR. SHARON, OH 45241	30

All other terms and conditions of this policy remain unchanged.



# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3707150-15	10/01/2017	10/01/2018		37385000	\$ INCL	\$

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  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
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SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
DALLAS COUNTY PUBLIC WORKS ADMINISTRATION BUILDING	30
411 ELM ST, 4TH FL	
DALLAS, TX 75202	

All other terms and conditions of this policy remain unchanged.



# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3707150-15	10/01/2017	10/01/2018		37385000	\$ INCL	\$

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  2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
PARSONS TRANSPORTATION GROUP, INC.	30
2201 DUPONT DRIVE STE. 200	
IRVINE CA 92612	

All other terms and conditions of this policy remain unchanged.

# Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
BAP 3707150-15	10/01/2017	10/01/2018		37385000	\$ INCL	\$

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- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
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- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

### SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
CITY OF DALLAS, PUBLIC WORKS AND TRANSPORTATION	30
C/O CERTFOCUS	
PO BOX 140528	
KANSAS CITY, MO 64114	

All other terms and conditions of this policy remain unchanged.

**POLICY NUMBER:** BAP 3707150-15

**COMMERCIAL AUTO**

**ZURICH AMERICAN INSURANCE COMPANY**

1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
1-800-382-2150

## **BUSINESS AUTO DECLARATIONS**

### **ITEM ONE**

**PRODUCER:**

LOCKTON COMPANIES LLC

**NAMED INSURED:** TRANSYSTEMS CORPORATION  
(SEE NAMED INSURED ENDORSEMENT)

**MAILING ADDRESS:** 2400 PERSHING RD  
STE 400  
KANSAS CITY, MO 64108

**POLICY PERIOD:** From 10-01-2017 to 10-01-2018 at 12:01 A.M. Standard Time at your mailing address shown above

**PREVIOUS POLICY NUMBER:** BAP 3707150-14

**FORM OF BUSINESS:**

CORPORATION

LIMITED LIABILITY COMPANY

INDIVIDUAL

PARTNERSHIP

OTHER \_\_\_\_\_

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception: \$ 166,828.68						
AUDIT PERIOD (IF APPLICABLE)	X	ANNUALLY	SEMI-ANNUALLY	QUARTERLY	MONTHLY	

**ENDORSEMENTS ATTACHED TO THIS POLICY:**

IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 – Broad Form Nuclear Exclusion (not Applicable in New York) (IL 01 98 in Washington)

**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**

COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(Date) \_\_\_\_\_ (Authorized Representative)

**ITEM TWO****Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered 'autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
COVERED AUTOS LIABILITY	1	\$1,000,000	\$ 132,185
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	5	SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS SEE ENDT DEDUCTIBLE.	INCL
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.	
AUTO MEDICAL PAYMENTS	2	\$ 5,000 EACH INSURED	INCL
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.	
UNINSURED MOTORISTS	2	SEE ENDT	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	SEE ENDT	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE ENDT DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired or Borrowed Autos.	\$ 16,460
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed Autos.	
PHYSICAL DAMAGE COLLISION COVERAGE	2, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE ENDT DEDUCTIBLE, FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.	\$ 16,460
PHYSICAL DAMAGE TOWING AND LABOR	3	SEE SCHEDULE FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO.	INCL
<b>TAX/SURCHARGE/FEE</b>			\$ 72.68
<b>PREMIUM FOR ENDORSEMENTS</b>			\$ 1,651
<b>*ESTIMATED TOTAL PREMIUM</b>			\$ 166,828.68

\*This policy may be subject to final audit.

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

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	CA	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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

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

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	CT	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" used in your motor carrier operations, cost of hire means:

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COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	FL	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
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COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	GA	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
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Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	IL	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	KS	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	MA	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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Primary Coverage			
Excess Coverage			
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COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	MO	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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

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

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	NJ	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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

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

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	OH	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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

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

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	OK	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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

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

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	PA	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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

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

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	SC	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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

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

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	TX	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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

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

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage	VA	IF ANY	INCL
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			INCL

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

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

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	CA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	CA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	CT	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	CT	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	FL	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	FL	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	GA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	GA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	IL	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	IL	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	KS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	KS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	MA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	MA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	MO	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	MO	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	NJ	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	NJ	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	OH	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	OH	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	OK	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	OK	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	PA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	PA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	SC	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	SC	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	TX	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	TX	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	VA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	INCL
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	VA	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	INCL
<b>TOTAL HIRED AUTO PREMIUM</b>				INCL
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Cost Of Hire Rating Basis For Mobile Or Farm Equipment — Other Than Physical Damage Coverages					
COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
<b>TOTAL HIRED AUTO PREMIUM</b>					
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Cost Of Hire Rating Basis For Mobile or Farm Equipment -- Physical Damage Coverages						
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)		PREMIUM	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.				
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.				
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO.				
<b>TOTAL HIRED AUTO PREMIUM</b>						
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.						

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Rental Period Rating Basis For Mobile Or Farm Equipment					
COVERAGE	TOWN AND STATE WHERE THE JOB SITE IS LOCATED	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
<b>TOTAL HIRED AUTO PREMIUMS</b>					

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

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees	218	INCL
	Number Of Partners (Active and Inactive)		
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number Of Partners (Active and Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active and Inactive)		
<b>TOTAL NON-OWNERSHIP COVERED AUTOS LIABILITY PREMIUM</b>			INCL

**ITEM SIX****SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS**

Type Of Risk (Check one):	<input type="checkbox"/> Public Autos	<input type="checkbox"/> Leasing Or Rental Concerns
Rating Basis (Check one):	<input type="checkbox"/> Gross Receipts (Per \$100)	<input type="checkbox"/> Mileage (Per Mile)
Estimated Yearly (Check One):	<input type="checkbox"/> Gross Receipts (Per \$100)	<input type="checkbox"/> Mileage
<b>Premiums</b>		
Covered Autos Liability		
Personal Injury Protection		
Added Personal Injury Protection		
Property Protection Insurance (Michigan Only)		
Auto Medical Payments		
Medical Expense And Income Loss Benefits (Virginia Only)		
Comprehensive		
Specified Causes Of Loss		
Collision		
Towing And Labor		

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

# Commercial Auto Coverage Part Supplemental Business Auto And Motor Carrier Declarations - Massachusetts



**Policy Number:** BAP 3707150-15

**Renewal of Number:** BAP 3707150-14

## Item 1.

**Named Insured:**

**Mailing Address:**

See commercial auto Declarations.

The Declarations includes Part 2

**Policy Period:** From: 10-01-2017 To: 10-01-2018 12:01 A.M. Standard Time at your mailing address shown in Item 1.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

## Item 2.

### Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the **Covered Autos** Section of the **Business Auto Coverage Form** and the **Motor Carrier Coverage Form** next to the name of the coverage.

Schedule				
Coverages	Covered Autos	Limit		Premium
Compulsory Bodily Injury	1	\$ 20,000 \$ 40,000	Each Person Each Accident	INCL
Personal Injury Protection	5	\$ 8,000	Each Person	INCL
<b>Liability Insurance</b>				
Optional Bodily Injury	1	\$ 1,000,000 \$ 1,000,000	Each Person Each Accident	
Property Damage (Compulsory Limit \$5,000)	1	\$ 1,000,000	Each Accident	
Auto Medical Payments Insurance	2	\$ 5,000	Each Person	INCL
Uninsured Motorists (Compulsory Limits \$20,000/\$40,000)	2	\$ 1,000,000 \$ 1,000,000	Each Person Each Accident	INCL
Underinsured Motorists	2	\$ 1,000,000 \$ 1,000,000	Each Person Each Accident	INCL
<b>Physical Damage Insurance</b>				
Comprehensive Coverage	2,8	Actual Cash SEE ENDT	Deductible For Each Covered Auto	\$ 16,460
Specified Causes Of Loss Coverage		Value Or Cost Of Repair, Which SEE ENDT	Deductible For Each Covered Auto	
Collision Coverage	2,8	Ever is Less	Deductible For Each Covered Auto	\$ 16,460
Limited Collision			Deductible For Each Covered Auto	

Schedule Continued			
Towing And Labor	3	For Each Disablement Of A Private "Auto"	INCL
Loss Of Use Substitute Transportation Coverage			
Forms and endorsements contained in this policy at its inception: <b>I10021 Broad Form Nuclear Exclusion.</b>			
(Not Applicable In New York)		Premium For Endorsements	\$ 1,651
		Estimated Total Premium	\$ 6,351

## BUSINESS AUTO COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.



19	<p>Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only</p>	<p>Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.</p>
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#### B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

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

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

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

## SECTION II – LIABILITY COVERAGE

#### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

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

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

#### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
  - b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
    - (1) The owner or anyone else from whom you hire or borrow a covered "auto".
- This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.



- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## **2. Coverage Extensions**

### **a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### **b. Out-of-state Coverage Extensions**

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

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

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

## **B. Exclusions**

This insurance does not apply to any of the following:

### **1. Expected Or Intended Injury**

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

### **2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

### **3. Workers' Compensation**

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



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

"Bodily injury" to:

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

This exclusion applies:

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

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

#### **5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

#### **6. Care, Custody Or Control**

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

#### **7. Handling Of Property**

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

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

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

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

#### **9. Operations**

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

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### **10. Completed Operations**

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

In this exclusion, your work means:

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

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

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

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



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

## 11. Pollution

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

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

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

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

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

## 13. Racing

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

## C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.



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

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

### **SECTION III – PHYSICAL DAMAGE COVERAGE**

#### **A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### **a. Comprehensive Coverage**

From any cause except:

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

##### **b. Specified Causes Of Loss Coverage**

Caused by:

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

##### **c. Collision Coverage**

Caused by:

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

#### **2. Towing**

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

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

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

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

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

#### **4. Coverage Extensions**

##### **a. Transportation Expenses**

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

##### **b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### **B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

##### **a. Nuclear Hazard**

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



**b. War Or Military Action**

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
- This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".
4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.
5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
- a. Permanently installed in or upon the covered "auto";
  - b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
  - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
  - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limit Of Insurance**

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

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



## **SECTION IV – BUSINESS AUTO CONDITIONS**

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

### **A. Loss Conditions**

#### **1. Appraisal For Physical Damage Loss**

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### **3. Legal Action Against Us**

No one may bring a legal action against us under this coverage form until:

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

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

At our option we may:

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

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

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

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



## **B. General Conditions**

### **1. Bankruptcy**

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

### **2. Concealment, Misrepresentation Or Fraud**

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

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

### **3. Liberalization**

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

### **4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

### **5. Other Insurance**

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

### **6. Premium Audit**

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

### **7. Policy Period, Coverage Territory**

Under this coverage form, we cover "accidents" and "losses" occurring:

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

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.



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

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

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

## **SECTION V – DEFINITIONS**

**A. "Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**B. "Auto"** means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

**C. "Bodily injury"** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

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

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

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

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

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



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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

**F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

**G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

**H.** "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

**I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**J.** "Loss" means direct and accidental loss or damage.

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

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers; or



- 6.** Vehicles not described in Paragraph **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a.** Equipment designed primarily for:
    - (1)** Snow removal;
    - (2)** Road maintenance, but not construction or resurfacing; or
    - (3)** Street cleaning;
  - b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M.** "Property damage" means damage to or loss of use of tangible property.
- N.** "Suit" means a civil proceeding in which:
- 1.** Damages because of "bodily injury" or "property damage"; or
  - 2.** A "covered pollution cost or expense"; to which this insurance applies, are alleged.
- "Suit" includes:
- a.** An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P.** "Trailer" includes semitrailer.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM

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

### BUSINESS AUTO COVERAGE FORM

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

**A. Paragraph A. Coverage of Section II – Liability Coverage** is replaced by the following:

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We have the right and duty to defend any "suit" for such damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**B. Paragraph A.1.b. of Section II – Liability Coverage** is amended by the addition of the following:

**1. Who Is An Insured**

The following are "insureds":

**b.** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

**(6)** Your customers, if you are in the motor vehicle business. However, if a customer of yours:

**(a)** Has no other valid and collectible insurance applicable to the same "accident", they are an "insured" but only up to the financial responsibility limits specified in Section 46.2-472 of the Code of Virginia.

**(b)** Has other valid and collectible insurance applicable to the same "accident" less than the financial responsibility limits specified in Section 46.2-472, they are an "insured" only for the amount by which the financial responsibility law limits exceed the limits of their other insurance.

Motor vehicle business means the business of selling, leasing, repairing, servicing, storing or parking motor vehicles which are:

- (a)** Used for demonstration purposes by a prospective purchaser;
- (b)** Loaned or leased to another as a temporary substitute while such person's "auto" is being repaired or serviced; or
- (c)** Leased to another for a period of six months or more.

**C. Paragraph A.2. Coverage Extensions of Section II – Liability Coverage** is amended as follows:

1. Paragraphs **a.(3), a.(5) and a.(6)** of **Supplementary Payments** are replaced by the following:

**a. Supplementary Payments**

We will pay for the "insured":

- (3)** The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

- (5) All court costs taxed against the "insured" in any "suit" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.
2. Paragraph **a. Supplementary Payments** is amended by the addition of the following:
- a. Supplementary Payments**
- We will pay for the "insured":
- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- D. Paragraph **A.2.b.(1)** of **Section II – Liability Coverage** is replaced by the following:
2. **Coverage Extensions**
- b. Out-of-state Coverage Extensions**
- While a covered "auto" is away from the state where it is licensed we will:
- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used.
- E. Paragraph **B. Exclusions of Section II – Liability Coverage** is amended as follows:
1. Paragraph **B.4. Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:
- "Bodily injury" to:
- a. An "employee" of the "insured" arising out of and in the course of employment by the "insured"; or
  - b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.
- This exclusion applies:
- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- But this exclusion does not apply to "bodily injury" to "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".
2. Paragraph **B.5. Fellow Employee** Exclusion is deleted.
3. Paragraph **B.6. Care, Custody Or Control** Exclusion is replaced by the following:
- "Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.
4. Paragraph **B.11. Pollution** Exclusion is replaced by the following:
- "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". This exclusion does not apply if the discharge is sudden and accidental.
5. Paragraph **B.12. War** Exclusion is replaced by the following:
- "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
- F. Paragraph **C. Limit Of Insurance** of Section II is replaced by the following:
1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.
- All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".
2. We will apply the limit shown in the Declarations to first provide the separate limits required by Virginia law as follows:
- a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and
  - b. Subject to 2.a. above, \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and

- c. \$20,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

**G. The Business Auto Conditions** of Section IV are amended as follows:

1. Paragraph **A.2.b.(3)** of the **Duties In The Event Of Accident, Claim Or Loss** Condition is replaced by the following:
  - b. Additionally, you and any other involved "insured" must:
    - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit". The "insured" will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages.
2. Paragraph **A.2.c.** of the **Duties In The Event Of Accident, Claim Or Loss** Condition is replaced by the following:
  - c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following, but only with respect to a Physical Damage claim:
    - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
    - (2) Do what is reasonably necessary to protect the covered "auto" from further damage. Also keep a record of your expenses for payment in the settlement claim.
    - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
    - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.
3. Paragraph **A.4.** of the **Loss Payment – Physical Damage Coverages** Condition is replaced by the following:

At our option, we may:

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

If we pay for the "loss", our payment will include:

- (1) The applicable sales and use tax for the damaged or stolen property;
  - (2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto"; and
  - (3) Any applicable general average, salvage or disposal charges.
4. Paragraph **B.2. Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to the Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

    - a. This Coverage Form;
    - b. The covered "auto";
    - c. Your interest in the covered "auto"; or
    - d. A claim under this Coverage Form.
  5. Paragraph **B.5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is deemed to be a covered "auto" you don't own.
  6. Paragraph **B.6. Premium Audit** Condition is replaced by the following:

The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
  7. Paragraph **B.8. of the Two Or More Coverage Forms Or Policies Issued By Us** Condition is deleted.

**H. Section V – Definitions** is amended as follows:

1. The "covered pollution cost or expense" definition is deleted.

2. Exceptions **b.** and **c.** to the "insured contract" definition are deleted.
3. The definition of "suit" is replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

#### I. Changes In Endorsements

1. All references to Auto Medical Payments are replaced in the endorsements by Medical Expense Benefits.
2. All references to personal injury protection (no-fault) and "covered pollution cost or expense" in any endorsement do not apply.

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

## **MISSOURI CHANGES – POLLUTION EXCLUSION**

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

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

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

### **A. Changes In Covered Autos Liability Coverage**

The following is added to the **Pollution** Exclusion:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

### **B. Changes In General Liability Coverages**

With respect to the Auto Dealers Coverage Form:

1. The following is added to Exclusion **2.f. Pollution** of Paragraph **A. Bodily Injury And Property Damage Liability**, or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

2. The following is added to Exclusion **2.l. Pollution** of Paragraph **B. Personal And Advertising Injury Liability**:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

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

## TEXAS CHANGES

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

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

**A. Changes In Physical Damage Coverage**

1. The following exclusion is added to Paragraph **B. Exclusions** in the **Physical Damage Coverage** section:

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

2. Paragraphs **C.2.** and **C.3.** of the **Limit Of Insurance** provision under **Physical Damage Coverage** do not apply.

3. Paragraph **D. Deductible** in the **Physical Damage Coverage** section is amended by the addition of the following:

At the mutual agreement of you and us, we will not apply the deductible to "loss" to glass, if the glass is repaired rather than replaced.

**B. Changes In Conditions**

The following condition is added:

**Claim-handling Procedures**

1. Within 15 days after we receive written notice of a claim, we will:
  - a. Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
  - b. Begin any investigation of the claim; and

- c. Specify the information you must provide in accordance with Paragraph **b.** of the Duties Condition.

We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

2. After we receive the information we request, we will notify you in writing as to whether:
  - a. The claim will be paid;
  - b. The claim has been denied, and inform you of the reasons for denial;
  - c. More information is necessary; or
  - d. We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in **2.a.** through **2.d.** above, within:

- a. 15 "business days"; or
- b. 30 days if we have reason to believe the "loss" resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

3. If a claim results from a weather-related catastrophe or a major natural disaster as defined by the Texas Department of Insurance, the claim-handling deadlines described above are extended for an additional 15 days.
4. If we notify you that we will pay your claim, or part of your claim, we will pay within five "business days" after we notify you.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms under this Policy, we will make payment within five "business days" after the date you have complied with such terms.

**5. We will notify the first Named Insured in writing of:**

- a. An initial offer to settle a claim made or "suit" brought against any "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given no later than the 10th day after the date on which the offer is made.
- b. Any settlement of a claim made or "suit" brought against the "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given not later than the 30th day after the date of settlement.

As used in this condition, "business day" means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

**C. Changes In Uninsured/Underinsured Motorists Coverage**

All references to "Uninsured Motorists Coverage" in the title or text of any Coverage Form or endorsement thereto are changed to read "Uninsured/Underinsured Motorists Coverage".

**D. Changes In Trailer Interchange Coverage**

The following exclusion is added to Paragraph **B. Exclusions of Section III – Trailer Interchange Coverage** in the Motor Carrier Coverage Form and to Paragraph **B.2. Exclusions** of the Motor Carrier Endorsement if attached:

**Texas Controlled Substance Act**

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

**E. Changes In Garagekeepers Coverage**

If the Garagekeepers Coverage Endorsement or the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, the following exclusion is added:

**Texas Controlled Substance Act**

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

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

## **MISSOURI CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

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

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

**A.** If you are an individual, partnership or limited liability company and a covered "auto" you own is of the "private passenger type", and this Policy covers fewer than five "autos" and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the Cancellation Common Policy Condition does not apply to that "auto". The following condition applies instead:

### **Ending This Policy**

#### **1. Cancellation**

- a. You may cancel the Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- b. If this Policy has been in effect for 60 days or less and is not a renewal or continuation policy, we may cancel for any reason. If we cancel, we will mail you at least 10 days' notice.
- c. When this Policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days' notice.

(2) If you are an individual, partnership or limited liability company and your driver's license has been suspended or revoked during the policy period. If we cancel for this reason, we will mail you at least 60 days' notice. However, we may not cancel if you are more than one person, but only one person's license has been suspended or revoked. Instead we may exclude coverage for that person while operating a covered "auto" during a period of suspension or revocation.

(3) If you are an individual, we replace this Policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this Policy is cancelled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.

d. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. The following provisions govern calculation of return premium:

- (1) We will compute return premium pro rata and round to the next higher whole dollar when this Policy is:
  - (a) Cancelled by us or at our request;

- (b) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
  - (c) Cancelled but rewritten with us or in our company group; or
  - (d) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
- (2) When this Policy is cancelled at your request (except when Paragraph **(1)(b)**, **(1)(c)** or **(1)(d)** applies), we will return 90% of the pro rata unearned premium rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
- (3) When this Policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
- (a) Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.
  - (b) Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force as determined by Paragraph **(3)(a)** rounded to the next higher whole dollar.
  - (c) Pro rata unearned premium will be determined by subtracting Paragraph **(3)(b)** from Paragraph **(3)(a)**.
  - (d) The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
  - (e) Calculate the short rate earned premium by adding Paragraphs **(3)(b)** and **(3)(d)**.
  - (f) If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
  - (g) If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.
- e. The effective date of cancellation stated in the notice shall become the end of the policy period.
  - f. Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.
- 2. Nonrenewal**
- a. If we decide not to renew or continue this Policy, we will mail you notice at least 60 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at the anniversary of its original effective date. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
  - b. If we fail to mail proper notice of nonrenewal and you obtain other insurance, the coverages provided by this Policy will end on the effective date of any similar coverages provided by the other insurance.
  - c. Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.
- 3. Mailing Of Notices**
- Any notice of cancellation or nonrenewal will be mailed by United States Postal Service certificate of mailing, first-class mail using Intelligent Mail barcode (IMb), or another mail tracking method used, approved, or accepted by the United States Postal Service to your last known mailing address. Proof of mailing of any notice will be sufficient proof of notice.
- B. For "autos" not described in Paragraph A. above:**
1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
  2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
    - (1) Fraud or material misrepresentation affecting this Policy or a claim filed under this Policy or a violation of any of the terms or conditions of this Policy;
    - (2) Changes in conditions after the effective date of this Policy which have materially increased the risk assumed;
    - (3) We become insolvent; or
    - (4) We involuntarily lose reinsurance for this Policy;
  - c. 60 days before the effective date of cancellation if we cancel for any other reason.
2. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:
- 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
    - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is:
      - (1) Cancelled by us or at our request;
      - (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
      - (3) Cancelled but rewritten with us or in our company group; or
      - (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
    - b. When this Policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
  - c. When this Policy is cancelled at the request of the first Named Insured and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
    - (1) Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.
    - (2) Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force as determined by Paragraph c.(1) rounded to the next higher whole dollar.
    - (3) Pro rata unearned premium will be determined by subtracting Paragraph c.(2) from Paragraph c.(1).
    - (4) The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
    - (5) Calculate the short rate earned premium by adding Paragraphs c.(1) and c.(4).
    - (6) If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
    - (7) If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.
3. The following is added and supersedes any provision to the contrary:
- Nonrenewal**
- a. We may elect not to renew this Policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
  - b. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## **FLORIDA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

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

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

- A.** Paragraphs **A.2.** and **A.3.** of the Common Policy Conditions, **Cancellation**, are replaced by the following:
2. We may cancel this policy by mailing or delivering to the Named Insured written notice of cancellation, stating the reason(s) for cancellation, at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 45 days before the effective date of cancellation if we cancel for any other reason.
  3. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
- B.** Paragraphs **A.4.** and **A.5.** of the Common Policy Conditions, **Cancellation**, are replaced by the following:
4. Notice of cancellation will state the effective date of, and reason(s) for, the cancellation. The policy period will end on that date.
  5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- C.** The following is added to Paragraph **A.** of the Common Policy Conditions, **Cancellation**:
7. If this policy provides Personal Injury Protection, Property Damage Liability Coverage or both and:
    - a. It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date of the policy or renewal, except for one of the following reasons:
      - (1) The covered "auto" is completely destroyed such that it is no longer operable;
      - (2) Ownership of the covered "auto" is transferred; or
      - (3) The Named Insured has purchased another policy covering the motor vehicle insured under this policy.

**b.** It is a new policy, we may not cancel it during the first 60 days immediately following the effective date of the policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.

**D.** The following condition is added:

**Nonrenewal**

1. If we decide not to renew or continue this policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Notice of nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VIRGINIA CHANGES IN POLICY – CANCELLATION AND NONRENEWAL

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

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

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

A. If you are an individual and a covered "auto" you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then the **Cancellation** Common Policy Condition does not apply. The following conditions apply instead:

**1. Cancellation**

- a. You or your attorney-in-fact may cancel the Policy by returning to us or by mailing to us advance written notice of the date cancellation is to take effect.
- b. We may cancel this Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation at least:
  - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation if we cancel for any other reason.
- c. When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:
  - (1) Nonpayment of premium.

- (2) Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period or, if the Policy is a renewal, during its policy period or the 90 days immediately preceding the last effective date.
- (3) You or your attorney-in-fact has notified us that you have changed your legal residence to a state other than Virginia and your covered "auto" will be principally garaged in your new state.
- (4) We replace this Policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this Policy is cancelled and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancels, the refund, if any, will be computed in accordance with the procedure described in Paragraph C. of this endorsement.

- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

## 2. Nonrenewal

- a. If we decide not to renew or continue this Policy, we will mail the first Named Insured shown in the Declarations notice at least 45 days before the end of the policy period. If the Policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six-month period following its original effective date.
- b. If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

## 3. Mailing Of Notices

- a. Any notice of cancellation or nonrenewal will be mailed to the first Named Insured's last known address in accordance with Virginia Law. However, we may deliver any notice instead of mailing it.
- b. The notice of cancellation or nonrenewal will state the specific reason(s) for cancellation or nonrenewal, except when a policy is being cancelled or nonrenewed for nonpayment of premium.

## B. For all other risks not described in Paragraph A. above:

1. Paragraphs 1. and 2. of the **Cancellation** Common Policy Condition are replaced by the following:
  - a. You or your attorney-in-fact may cancel the Policy by mailing or delivering to us advance written notice of the date cancellation is to take effect.

- b. We may cancel the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation, stating the reason(s) for cancellation, at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any other reason.

2. Paragraph 3. of the **Cancellation** Common Policy Condition does not apply.

3. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

- 5. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancels, the refund, if any, will be computed in accordance with the procedure described in Paragraph C. of this endorsement.

4. The following conditions are added:

## a. Nonrenewal

- (1) We may nonrenew the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of nonrenewal, stating the reason for nonrenewal, at least:
  - (a) 15 days before the expiration date of the Policy if we nonrenew for nonpayment of premium; or
  - (b) 45 days before the expiration date of the Policy if we nonrenew for any other reason.
- (2) If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

**b. Mailing Of Notices**

Any notice of cancellation or nonrenewal will be mailed to the first Named Insured's last known address in accordance with Virginia Law. However, we may deliver any notice instead of mailing it.

**C. The following provisions govern the calculation of return premium for all risks:**

1. We will compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:
  - a. At our request;
  - b. Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
  - c. And rewritten by us or a member of our company group; or
  - d. After the first year, if it is a prepaid policy written for a term of more than one year.
2. When this Policy is cancelled at your request (except when Paragraph 1.b., 1.c. or 1.d. applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

3. When this Policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:

- a. Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.
- b. Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force, as determined by Paragraph 3.a., rounded to the next higher whole dollar.
- c. Pro rata unearned premium will be determined by subtracting Paragraph 3.b. from Paragraph 3.a.
- d. The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
- e. Calculate the short rate earned premium by adding Paragraphs 3.b. and 3.d.
- f. If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
- g. If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.

However, earned premium will not be less than our policywriting minimum premium.

THIS ENDORSEMENT CHANGES THE POLICY TO COMPLY  
WITH MASSACHUSETTS LAW. PLEASE READ IT CAREFULLY.

**MASSACHUSETTS MANDATORY ENDORSEMENT**  
**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER**  
**THE FOLLOWING:**  
**BUSINESS AUTO COVERAGE FORM AND MOTOR CARRIER**  
**COVERAGE FORM**

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

Common Policy Conditions

Condition A., Cancellation, is replaced by the following:

**A. Cancellation**

You can cancel all or any part of the insurance at any time by giving us or your agent at least 20 days written notice.

We can cancel all or any part of the insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or auto registration has been under suspension or revocation during the policy period.

If the driver's license or auto registration of anyone residing in your household who usually operates a covered "auto" has been under suspension or revocation during the policy period, we may suspend coverage for that person for all coverages under this policy except those coverages and limits required under Massachusetts law to register a motor vehicle.

We can cancel any coverage we are not required by Massachusetts law to sell you if we do so within the first 90 days of the policy period. Also, we can cancel in the same manner coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law.

Massachusetts law provides that your policy automatically terminates when:

1. You return the registration plates for a covered "auto" to the Registry of Motor Vehicles.

2. You purchase a new policy with another company covering a covered “auto” and you file a new Certificate of Insurance with the Registry of Motor Vehicles.
3. If you transfer title to a covered “auto” and you do not register another auto, this policy will terminate 30 days from the date of transfer of title.

However, if more than one covered “auto” is described on the Declarations, the termination of coverage applies only to the “auto” involved in one of the situations described above.

Any notice of cancellation will be sent to you at your last address shown on the Declarations at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice.

In order to cancel the rights of any loss payee shown in the policy, a notice of cancellation must also be sent to the loss payee in a similar manner.

If we cancel the insurance provided under this policy for Massachusetts registered vehicles, the cancellation is not effective unless we send the required notice to the Massachusetts Registry of Motor Vehicles.

Refunds of any premium will be sent to you as soon as possible. If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the insurance was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a “short rate” table and procedures which compensate us for our expenses in servicing your policy.

If you think that we have cancelled the insurance for a covered auto illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

Condition C., Examination of Your Books and Records, is replaced by the following:

#### Common Policy Conditions

##### C. **Examination Of Your Books And Records**

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

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#### **COMPULSORY BODILY INJURY TO OTHERS COVERAGE**

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##### A. **Coverage**

We will pay all sums an insured legally must pay as damages because of “bodily injury” caused by a covered “auto” in Massachusetts “accidents.” The damages we will pay are the amounts the injured person is entitled to collect for “bodily injury” through a court judgment or settlement.

We have the right to defend any lawsuit brought against anyone covered under this coverage for damages which might be payable under this coverage. We also have a duty to defend any lawsuit, even if it is without merit. Our duty to defend ends, however, when we tender, or pay to any claimant, or to a court of competent jurisdiction, with the court’s permission, the maximum limits provided under this coverage. We may end our duty to defend at any time during the course of the lawsuit by tendering or paying the maximum limits provided under this coverage, without the need for a judgment or settlement of the lawsuit or a release by the claimant.

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim without our consent, we will not be bound by that settlement.

1. Who is an insured:

- a. You.
- b. Anyone else using a covered “auto” with your consent.

2. Coverage Extension

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the “insured”:

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any “suit” against the “insured” we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the “insured” in any “suit” against the “insured” we defend.

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” against the “insured” we defend; but our duty to pay interest ends when we have paid or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments are included in and not in addition to any payment otherwise payable under any Coverage Extension agreement of the policy.

## B. Exclusions

This insurance does not apply to:

1. “Bodily injury” to guest occupants of a covered “auto.”
2. “Accidents” outside of Massachusetts or in places in Massachusetts where the public has no right of access.
3. “Bodily injury” to any “employee” of the insured if entitled to Massachusetts workers’ compensation benefits.

## C. Limits Of Insurance

The most we will pay for injuries to one or more persons as a result of “bodily injury” to any one person in any one “accident” is \$20,000. Subject to this \$20,000 limit, the most we will pay for injuries to two or more people as the result of “bodily injury” to two or more people in any one “accident” is \$40,000. This is the most we will pay as the result of a single “accident” no matter how many covered autos or premiums are shown on the Declarations. The limits shown on the Declarations for this coverage are included in and not in addition to the limits shown for Liability Coverage on the Declarations.

## D. Additional Conditions

1. The law provides a special protection for anyone entitled to damages under this coverage. We must pay their claims even if false statements were made when applying for this policy or the registration for a covered “auto.” We must also pay even if you or the legally responsible person fails to cooperate with us after the “accident.” We will, however, be entitled to reimbursement from the person who did not cooperate or who made false statements.
2. If a claim is covered by us and also by another company authorized to sell auto insurance in Massachusetts, we will pay only our proportionate share. If an insured is using a covered “auto” you do not own at the time of the “accident,” the owner’s auto

insurance pays up to its limits before we pay. Then, we will pay up to the limits for Compulsory Bodily Injury to Others Insurance shown on the Declarations for any damages not covered by that insurance.

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## **PERSONAL INJURY PROTECTION COVERAGE**

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The benefits under this coverage are commonly known as “PIP” or “No-Fault” benefits. It makes no difference who is legally responsible for the “accident.”

### **A. Coverage**

We will pay the benefits described below to an insured injured or killed in an auto “accident.” Benefits are paid only for expenses or losses actually incurred within two years after the “accident.”

We will pay three kinds of benefits:

#### **1. Medical Expenses**

We will pay all reasonable expenses incurred as a result of the “accident” for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing and funeral expenses.

#### **2. Lost Wages**

If an injured person is out of work because of the “accident,” we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the “accident.” We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the “accident,” we will pay up to 75% of the amount he or she actually lost in earning power as a result of the “accident.” Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this insurance and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an “accident.” In that case, we will pay for lost wages resulting from any other illness or injury that person has within one year of our last payment. The exact amount of our payment under this paragraph will be determined by Massachusetts law.

#### **3. Replacement Services**

We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

## **B. Who Is An Insured**

1. You and, if the form of your business under Item One of the Declarations is shown as an individual, anyone living in your household while:
  - a. "occupying" a covered "auto;"
  - b. "occupying" an auto which does not have Massachusetts Compulsory Auto Insurance; or
  - c. a "pedestrian" struck by an auto which does not have Massachusetts Compulsory Auto Insurance.
2. Any other person while:
  - a. "occupying" a covered "auto" with your consent;
  - b. a pedestrian injured by a covered "auto" in Massachusetts or any Massachusetts resident who, while a pedestrian, is struck by a covered "auto" outside of Massachusetts.

## **C. Exclusions**

This coverage does not apply to:

1. Anyone who, at the time of the "accident," was operating or "occupying" a motorcycle or any motor vehicle not subject to motor vehicle registration.
2. Anyone who contributed to his or her injury by operating an auto:
  - a. While under the influence of alcohol, marijuana, or a narcotic drug.
  - b. While committing a felony or seeking to avoid arrest by a police officer.
  - c. With the specific intent of causing injury to himself, herself or others.
3. Anyone who is entitled to workers' compensation benefits for the same injury.

## **D. Limit Of Insurance**

For any one "accident," we will pay as many people as are injured, but the most we will pay for all benefits to any one person is \$8,000. This is the most we will pay as the result of a single "accident" no matter how many covered "autos" or premiums are shown on the Declarations. Some people have a policy of health, sickness, or disability insurance or a

contract or agreement with a group, organization, partnership or corporation to provide, pay for, or reimburse the cost of medical expenses (“health plan”). If so, we will pay up to \$2,000 of medical expenses for any injured person. We will also pay medical expenses in excess of \$2,000 for such injured person which will not be paid by a health plan. Medical expenses must be submitted to the health plan to determine what the health plan will pay before we pay benefits in excess of \$2,000 under this coverage. We will not pay for medical expenses in excess of \$2,000 that the health plan would have paid had the injured person sought treatment in accordance with the requirements of the health plan. In any case, our total payment for medical expenses, lost wages and replacement services will not exceed \$8,000.

#### E. Additional Conditions

The Conditions of the Policy are Changed for Personal Injury Protection Insurance by adding:

1. If the “accident” is in Massachusetts or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time - usually 30 days. If the “accident” is outside of Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.
2. If anyone is entitled to Personal Injury Protection benefits and also to benefits under any other insurance provided by this policy, we will pay from this insurance first.
3. We will not pay Personal Injury Protection benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a settlement or court judgment.
4. If anyone covered under this policy is also entitled to Personal Injury Protection benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most.

In that case, each insurer will pay only its proportionate share. We will not pay benefits under this insurance which duplicate payments made under the No-Fault coverage of any other auto policy.

5. We must be authorized to obtain medical reports and other records pertinent to the claim.
6. Within two years after an “accident,” we may, at our option, pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone under this coverage who is unwilling or unable to pay such cost. Our payment will not exceed the cost of renewing or continuing such policy for a period of two years after the “accident.” Also, our payment will not operate to reduce the benefits otherwise payable under this coverage.

## **F. Definitions**

The following definitions are added for Personal Injury Protection Coverage:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Pedestrian" includes anyone incurring injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

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## **UNINSURED MOTORISTS COVERAGE**

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### **A. Coverage**

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the insured caused by an "accident." The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle."

The most we will pay for damages to or for anyone injured in the following situations is \$35,000 for each person and \$80,000 for each "accident" or the limits you purchased, whichever is less:

1. Anyone injured while using an "auto" without the consent of the owner.
2. Anyone injured while an "auto" is being operated in a prearranged or organized racing, speed or demolition contest or in practice or preparation for any such contest.

This coverage does not apply to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation or similar law.

#### **1. Who is an Insured**

- a. You, while "occupying" a covered "auto," while "occupying" an "auto" you do not own, or if injured as a pedestrian.
- b. If the form of your business under Item One of the Declarations is shown as an individual, any "household member," while "occupying" a covered "auto," while "occupying" an "auto" not owned by you, or if injured as a "pedestrian."

If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any

- “household member” who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another “household member” providing uninsured auto insurance with higher limits.
- c. Anyone else while “occupying” a covered “auto.” We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another “household member” providing uninsured auto insurance.
  - d. Anyone else for damages he or she is entitled to recover because of injury to a person under this coverage.

If you are injured while “occupying” a covered “auto” and you have two or more “autos” insured with us with different limits, we will only pay up to the limits shown on the Declarations for the “auto” you are “occupying” when injured.

If you are injured as a “pedestrian” or while “occupying” an “auto” you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you if struck by, or while “occupying” an “auto” you own and which does not have Massachusetts compulsory auto insurance.

Likewise, we will not pay damages to or for any “household member” if struck by, or while “occupying” an “auto” owned by that “household member” which does not have Massachusetts compulsory auto insurance.

## B. Limits Of Insurance

1. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one “accident” is shown on the Declarations as the “each person” limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one “accident” is shown on the Declarations as the “each accident” limit. This is the most we will pay as the result of a single “accident.”
2. The limits of two or more “autos” or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this insurance, regardless of the number of “autos” involved, persons covered, claims made, or premiums shown on the Declarations.
3. We will not make payments under this coverage which duplicate payments under the Uninsured Motorists Coverage of any other auto policy.

4. We will reduce the damages an injured person is entitled to recover by:
  - a. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damage for bodily injury.
  - b. The amount paid under a workers' compensation law or similar law.

We will pay the balance of the damages up to the limits shown for this coverage on the Declarations.

#### **C. Changes In Conditions**

The conditions are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance is deleted.
2. Two or More Coverage Forms or Policies Issued By Us is deleted.

#### **D. Additional Conditions**

The following conditions are added for Uninsured Motorists Coverage:

##### 1. Arbitration

If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

##### 2. Settlement or Judgment

If an insured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

#### **E. Definitions**

The following definitions are added for Uninsured Motorists Coverage:

1. “Household member” means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
2. “Occupying” means in, upon, getting in, on, out or off.
3. “Uninsured motor vehicle” means a land motor vehicle or trailer:
  - a. To which no “bodily injury” liability policy or bond applies at the time of the “accident,” or
  - b. To which a “bodily injury” liability policy or bond applies at the time of the “accident,” but the insuring or bonding company denies coverage or becomes insolvent.
  - c. Which is a hit-and-run vehicle and neither the operator nor owner can be identified.

However, “uninsured motor vehicle” does not include any vehicle:

- a. Owned by a governmental unit or someone who is legally self-insured.
- b. Owned or regularly used by you.
- c. Designed for use mainly off public roads while not on public roads.
- d. Operated on rails or crawler treads.
- e. While located for use as a residence or premises.

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## **SECTION II - LIABILITY COVERAGE**

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### **A. Coverage**

The third paragraph is replaced by the following:

We have the right and duty to defend any “insured” against a “suit” asking for such damages or a “covered pollution cost or expense,” even if it is without merit. However, we have no duty to defend any “insured” against a “suit” seeking damages for “bodily injury” or “property damage” or a “covered pollution cost or expense” to which this insurance does not apply. We may investigate and settle any claim or “suit” as we consider appropriate. If an “insured” settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court’s permission, the maximum amount of the Liability Coverage Limit of Insurance. We may end our duty to defend at any time during the course of the “suit” by tendering, or paying the maximum amount of the Liability Coverage Limit of

Insurance, without the need for a judgment or settlement of the “suit” or a release by the claimant.

## B. Exclusions

The Pollution Exclusion is changed by the following:

Paragraph a.(1)(2) only applies to damages payable for “bodily injury” or “property damage” that exceed the limits of insurance we are required to sell you under Massachusetts law. Those limits are \$35,000 each person and \$80,000 each “accident” for “bodily injury” and \$5,000 each “accident” for “property damage.” This change, however, does not apply to liability assumed under a contract or agreement.

## C. Limit Of Insurance

The Limit of Insurance is changed by adding the following:

If the limits of insurance for any vehicle or coverage are shown separately for “bodily injury” and “property damage,” the following applies:

Regardless of the number of covered “autos,” insureds, premiums paid, claims made or vehicles involved in the “accident,” our limit of liability is as follows:

1. The most we will pay for the total of all damages and “covered pollution cost or expense” combined for injuries to one or more persons as a result of “bodily injury” to any one person in any one “accident” is the limit of Bodily Injury Liability shown on the Declarations for “each person.”
2. Subject to the limit for “each person,” the most we will pay for the total of all damages and “covered pollution cost or expense” combined for injuries resulting from “bodily injury” for two or more people caused by any one “accident” is the limit of Bodily Injury Liability shown on the Declarations for “each accident.”
3. The most we will pay for the total of all damages and “covered pollution cost or expense” combined resulting from “property damage” caused by any one “accident” is the limit of Property Damage Liability shown on the Declarations.

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## PHYSICAL DAMAGE COVERAGE

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### A. Coverage

(3) Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is replaced by the following:

If you purchased Comprehensive Coverage for the damaged covered “auto,” we will pay for the following under Comprehensive Coverage:

- a. “Loss” caused by contact with a bird or animal;
- b. “Loss” caused by falling objects or missiles; and
- c. Glass breakage.

However, glass breakage, when involving other collision “loss,” shall be considered a “loss” under Collision Coverage.

#### **B. Exclusions**

Exclusion 4.c. of the Business Auto Coverage Form and Exclusion 2.e. of the Motor Carrier Coverage Form are replaced by the following:

Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals. This exclusion does not apply to electronic equipment designed solely for:

1. the reproduction of sound,
2. vehicle recovery and anti-theft device systems, or
3. safety warning systems.

#### **C. Limits Of Insurance**

Limit of Insurance is changed by adding the following:

If the repair of a damaged part will impair the operational safety of the covered “auto,” we will replace the part.

#### **D. Deductible**

Deductible is replaced by the following:

1. For each covered “auto,” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown on the Declarations.
2. Any deductible under Comprehensive or Specified Causes of Loss Coverage does not apply to glass breakage or to our obligation to pay for transportation expenses incurred following a theft of a covered auto of the private passenger type.

3. Regardless of anything to the contrary, any Comprehensive Coverage deductible shown on the Declarations does apply to loss caused by fire or lightning.

## E. Additional Conditions

The following Conditions are added for Physical Damage Coverage:

### 1. Claims Handling

You must allow us to have the “auto” appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have the covered “auto” repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make your “auto” available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of the covered “auto” if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased.

If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have the covered “auto” repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within seven days after receiving the form. If we fail to pay you within seven days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage, plus costs and reasonable attorneys’ fees. If you request us to, we will pay the repair shop directly; however, the repair shop must certify that it meets certain requirements. If you choose not to have the covered “auto” repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the actual cash value of the covered “auto” and pay you that amount less your deductible. Our payment automatically reduces the actual cash value of the covered “auto” if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have a right to inspect all repairs.

### 2. Total Loss

If we pay for the total “loss” of a covered “auto:”

- a. We will suspend Collision or Limited Collision coverage for the damaged covered “auto” until the covered “auto” passes a Motor Vehicle Safety Inspection Test.
- b. We may suspend coverage for a fire or theft “loss” under Comprehensive or Specified Causes of Loss Coverage for any replacement “auto” unless it is made reasonably available for our inspection within two Registry of Motor Vehicle business days following the day you acquired it.

- c. We have the right, if we so choose, to take title to the “auto.” We also have the right, if we so choose, to take any damaged part for which we pay.

### **3. Sales Tax**

If we pay for a loss to a covered “auto” under Physical Damage Coverage, we will also pay, subject to your deductible, all sales taxes applicable to the loss of an auto.

### **4. Loss Payee**

When the Declarations shows that a loss payee has a secured interest in a covered “auto,” we will make payments under Physical Damage Coverage according to the legal interest of each party.

The loss payee’s right of payment will not be invalidated by your acts or neglect except that we will not pay if the “loss” to a covered “auto” is the result of conversion, embezzlement, or secretion by you or any household member. Also, we will not pay the loss payee if the “loss” to a covered “auto” is the result of arson, theft, or any other means of disposal committed by you or at your direction.

When we pay any loss payee we shall, to the extent of our payment, have the right to exercise any of the loss payee’s legal rights of recovery. If you do not file a proof of loss as provided in this policy, the loss payee must do so within 30 days after the “loss” becomes known to the loss payee.

In order for us to cancel the rights of any loss payee shown on the Declarations, a notice of cancellation must be sent to the loss payee as provided in this policy.

### **5. Pre-Insurance Inspection**

Massachusetts law requires that we inspect certain motor vehicles before providing Physical Damage Coverage. In some cases, we may defer the required inspection of the covered “auto” for ten calendar days (not including legal holidays/and Sundays) following the effective date of coverage. If you do not have the covered “auto” inspected within the time allowed, coverage for that “auto” will be automatically suspended. Your premium will be adjusted if the suspension lasts for more than ten days.

### **6. Actual Cash Value**

Whenever the appraised cost of repair of an auto plus the probable salvage value of the auto may be reasonably expected to exceed the actual cash value of the auto, we shall determine the auto’s actual cash value. Our determination shall be based on a consideration of all of the following factors:

- 1.) the retail book value for an auto of like kind and quality, but for the damage incurred;
- 2.) the price paid for the auto plus the value of prior improvements to the auto at the time of the accident, less appropriate depreciation;
- 3.) the decrease in value of the auto resulting from prior unrelated damage which is detected by the appraiser; and
- 4.) the actual cost of purchase of an available auto of like kind and quality but for the damage sustained.

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## BUSINESS AUTO AND MOTOR CARRIER CONDITIONS

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

is changed as follows:

1. Paragraph a. is changed by adding after (3) the following:

We may have to pay for “property damage” under Liability Coverage even if you or the legally responsible person fails to give us prompt notice of the accident. In that case, we may be entitled to reimbursement from that person.

2. Paragraph b.(4) is replaced by the following:

(4) Authorize us to obtain medical reports and other records pertinent to the claim.

3. Paragraph c. is replaced by the following:

c. If there is a “loss” to a covered “auto” or its equipment, you must also do the following:

(1) Promptly notify the police if the covered “auto” or any of its equipment is stolen. You must also report a fire loss to the fire department. The notice to the police or fire department must be on the form required by law.

(2) Do whatever is reasonable to protect the covered “auto” from further damage or “loss.” We will pay for any reasonable expenses incurred in doing this.

(3) Permit us to inspect the covered “auto” and records proving the “loss” before its repair or disposition.

4. Paragraph d. is added as follows:

d. We may also require you and any person seeking payment under any coverage provided by this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.

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

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Liability Coverage, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization, other than an insured, has any right under this policy to bring us into any action to determine the liability of the insured.

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

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we then recover more than we paid, we will pay that person the excess, less his or her proportionate share of the recovery, including reasonable attorneys' fees.

Any amount recovered because of a payment we make under Uninsured Motorists Coverage or Underinsured Motorists Coverage of this policy, shall first be applied to any unpaid damages due that person. Such unpaid damages must be a part of a claim settled with our consent or a part of a judgment resulting from a lawsuit brought with our written consent. Any balance then remaining shall be applied to the amounts we have paid under Uninsured Motorists Coverage or Underinsured Motorists Coverage. We will reduce the amount we will pay that person by his or her proportionate share of the costs of recovery including reasonable attorneys' fees.

Sometimes you or someone else may recover money from the person legally responsible for an "accident" and also receive money from us for the same "accident." If so, the amount we paid must be repaid to us to the extent that you or someone else recovers.

If you or someone else recover money from the person legally responsible for the accident and also receive money from us for the same accident as a payment under Uninsured Motorists Coverage or Underinsured Motorists Coverage of this policy, we must be repaid for any amounts so paid, but only to the extent that such recovery exceeds any unpaid damages due that person under a claim settled with our consent or judgment resulting from a lawsuit brought with our written consent.

Whenever we are entitled to repayment from anyone, the amount owed us can be reduced by our proportionate share of the costs of recovering the money, including reasonable attorneys' fees.

**B.2 Concealment, Misrepresentation Or Fraud** is replaced by the following:

Except with respect to the coverages you are required to purchase in order to register your auto in Massachusetts, we may refuse to pay claims if any oral or written misrepresentation or warranty made in the negotiation of this policy by you, or on your behalf, was made with an actual intent to deceive or if the matter misrepresented or warranted increased the risk of loss.

**B.9 Premium - Changes**

All premiums for this policy and any renewal or extension thereof shall be computed in accordance with the applicable rules, rates, rating plans, premiums and minimum premiums for the coverage afforded.

If a change requires a premium adjustment, we will adjust the premium as of the effective date of change.

**B.10 Renewal**

If we decide not to renew this policy or any of its coverages, we must mail our notice to your agent or to you at your last address shown on the Declarations at least 45 days before your policy runs out. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

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## **DEFINITIONS**

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The Definition of "property damage" is changed as follows:

"Property damage" means damage to tangible property including any applicable sales tax and the costs resulting from loss of use of the damaged property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **MASSACHUSETTS CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

This Endorsement applies to risks not subject to the Massachusetts Compulsory Automobile Insurance Law

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

### **A. Changes In Covered Autos Liability Coverage**

#### **COVERAGE**

The third paragraph is replaced by the following:

We have the right and duty to defend any “insured” against a “suit” asking for such damages or a “covered pollution cost or expense,” even if it is without merit. However, we have no duty to defend any “insured” against a “suit” seeking damages for “bodily injury” or “property damage” or a “covered pollution cost or expense” to which this insurance does not apply. We may investigate and settle any claim or “suit” as we consider appropriate. If an “insured” settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court’s permission, the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the “suit” or a release by the claimant.

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

#### **1. COVERAGE**

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is replaced by the following:

If you purchased Comprehensive Coverage for the damaged covered “auto,” we will pay for the following under Comprehensive Coverage:

- a. “Loss” caused by contact with a bird or animal;

- b. "Loss" caused by falling objects or missiles; and
- c. Glass breakage.

However, glass breakage, when involving other collision "loss," shall be considered a "loss" under Collision Coverage.

D. DEDUCTIBLE is replaced by the following:

- 1. For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown on the Declarations.
- 2. Any deductible under Comprehensive or Specified Causes of Loss Coverage does not apply to glass breakage or to our obligation to pay for transportation expenses incurred following a theft of a covered auto of the private passenger type.
- 3. Regardless of anything to the contrary, any Comprehensive Coverage deductible shown on the Declarations does apply to loss caused by fire or lightning.
- 3. The following Condition is added to Physical Damage Coverage.

**LOSS PAYEE**

When the Declarations shows that a loss payee has secured interest in a covered "auto," we will make payments under Physical Damage Coverage according to the legal interest of each party.

The loss payee's right of payment will not be invalidated by your acts or neglect except that we will not pay if the "loss" to a covered "auto" is the result of conversion, embezzlement, or secretion by you or any household member. Also, we will not pay the loss payee if the "loss" to a covered "auto" is the result of arson, theft or any other means of disposal committed by you or at your direction.

When we pay any loss payee, we shall, to the extent of our payment, have the right to exercise any of the loss payee's legal rights of recovery. If you do not file a proof of loss as provided in this policy, the loss payee must do so within 30 days after the "loss" becomes known to the loss payee.

In order for us to cancel the rights of any loss payee shown on the Declarations, a notice of cancellation must be sent to the loss payee as provided in this policy.

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

You can cancel all or any part of the insurance at any time by giving us or your agent at least twenty days written notice.

We can cancel all or any part of the insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or auto registration has been under suspension or revocation during the policy period.

Any notice of cancellation will be sent to you at your last address shown on the Declarations at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice.

In order for us to cancel the rights of any loss payee shown in the policy, a notice of cancellation must also be sent to the loss payee in a similar manner.

Refunds of any premium will be sent to you as soon as possible. If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the insurance was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table and procedures which compensate us for our expenses in servicing your policy.

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

## KANSAS CHANGES

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

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

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

### **A. Changes In Covered Autos Liability Coverage**

1. The paragraph within **Supplementary Payments** relating to court costs taxed against the "insured" is replaced by the following:  
All costs taxed against the "insured" in any "suit" against the "insured" we defend.
2. Paragraph **2.b.(4)** of the **Who Is An Insured** provision of the Auto Dealers Coverage Form does not apply.
3. For coverage and limits required by the Kansas Financial Responsibility law, **Exclusions** is changed as follows:

- a. The **Workers' Compensation** Exclusion is replaced by the following:

#### **Workers' Compensation**

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

- b. The **Employee Indemnification And Employers' Liability** Exclusion is replaced by the following:

#### **Employee Indemnification And Employers' Liability**

This coverage does not apply to "bodily injury" to any "employee" of the "insured" arising out of and in the course of the "employee's" employment by the "insured" or while performing duties related to the conduct of the "insured's" business if benefits are required or available for the "employee" under any workers' compensation or disability benefits law or under any similar law. This exclusion does not apply to liability assumed by the "insured" under an "insured contract".

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

#### **Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

- d. The **Care, Custody Or Control** Exclusion is replaced by the following:

#### **Care, Custody Or Control**

This coverage does not apply to "property damage" to property owned by, rented to, or in charge of or transported by an "insured". However, this exclusion does not apply to "property damage" to a rented residence or private garage or to liability assumed by the "insured" under a sidetrack agreement.

- e. The following is added to the **War** Exclusion:

This exclusion applies only to the extent that the limit of insurance for this coverage in this policy exceeds the limit required by the Kansas Automobile Injury Reparations Act.

- f. The **Racing** Exclusion does not apply.

- g. The exclusion relating to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants does not apply if the discharge, dispersal, release or escape is sudden and accidental.

4. Our Limit of Insurance applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by Kansas law as follows:
  - a. \$25,000 for "bodily injury" to any one person caused by any one "accident";
  - b. \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and
  - c. \$25,000 for "property damage" caused by any one "accident".

This provision will not change our limit of insurance.

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

1. The "**Diminution In Value**" Exclusion does not apply.
2. The **Limits Of Insurance** provision with respect to repair or replacement resulting in better than like kind or quality in any coverage form or endorsement does not apply.

#### **C. Changes In Conditions**

1. The following is added to the **Loss Payment – Physical Damage Coverages** Condition:
 

An "auto" shall be deemed a total "loss" when such "auto" is required to be registered in this state and has been directly and accidentally wrecked or damaged to the extent that the total cost of repair is 75% or more of the fair market value, in accordance with KAN. STAT. ANN. § 8-197(b)(2).
2. The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

#### **Concealment, Misrepresentation Or Fraud**

We will not pay under this coverage form if you or any other "insured" in relation to an insurance application, rating, claim or coverage under this policy knowingly and with intent to defraud:

- a. Presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement which such person knows to contain materially false information concerning any material fact; or

- b. Conceals information concerning any material fact for the purpose of misleading.

3. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

#### **Appraisal For Physical Damage Loss**

If, after a claim has been made, a dispute arises because you and we disagree on the amount of the "loss", either party may make a written request for an appraisal of the "loss". **However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised.** If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

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

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

**An appraisal decision will be binding.**

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

## CALIFORNIA CHANGES

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

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

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

- A.** The following are added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form and supersede any provisions to the contrary:
1. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
    - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
    - b. The other provides coverage to a person not engaged in that business; and
    - c. At the time of an "accident", a person described in Paragraph 1.b. is operating an "auto" owned by the business described in Paragraph 1.a., then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph 1.a. is excess over any coverage available to that person.
  2. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
    - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
- b.** The other provides coverage to a person not engaged in that business; and
- c.** At the time of an "accident", an "insured" under the Coverage Form described in Paragraph 2.a. is operating an "auto" owned by a person described in Paragraph 2.b., then the Coverage Form issued to the business described in Paragraph 2.a. is primary and the liability coverage issued to a person described in Paragraph 2.b. is excess over any coverage available to the business.
3. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a "commercial vehicle" and:
    - a. One provides coverage to a Named Insured, who in the course of business, rents or leases "commercial vehicles" without operators; and
    - b. The other provides coverage to a person other than as described in Paragraph 3.a.; and
  - c. At the time of an "accident", a person who is not the Named Insured of the Policy described in Paragraph 3.a., and who is not the agent or "employee" of such Named Insured, is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph 3.a., then the liability coverage provided by the Coverage Form or policy described in Paragraph 3.b. is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph 3.a. is excess over any coverage available to that person.

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

**B.** As used in this endorsement:

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

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

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

## **SOUTH CAROLINA CHANGES**

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

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

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

### **A. Changes In Covered Autos Liability Coverage**

1. Paragraph **2.b.(4)** of the **Who Is An Insured** provision in the Auto Dealers Coverage Form is replaced by the following:  
**(4)** Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.
2. The **Expected Or Intended Injury** Exclusion is replaced by the following:  
"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for amounts up to the limits of liability required by the South Carolina Motor Vehicle Financial Responsibility Act.
3. The **Limit Of Insurance** provision under the Business Auto and Motor Carrier Coverage Forms is replaced by the following:  
Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.  
All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

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

4. The **Limit Of Insurance – Covered Autos Liability** provision under the Auto Dealers Coverage Form is replaced by the following:

For "accidents" resulting from the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" involving a covered "auto" is the Limit Of Insurance for Covered "Autos" Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Limit of Insurance for Covered "Autos" Liability Coverage are not payable under any applicable Limits of Insurance under Section II – General Liability Coverages or Section III – Acts, Errors Or Omissions Liability Coverage.

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

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

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

No deductible applies to auto safety glass. All other **Physical Damage Coverage** provisions will apply.

#### **C. Changes In Acts, Errors Or Omissions Liability Coverages**

The **Noncompensatory Damages** Exclusion under the Auto Dealers Coverage Form is replaced by the following:

Criminal fines or penalties imposed by law or regulation or demands for injunctive or equitable relief.

#### **D. Changes In Conditions**

The **Concealment, Misrepresentation Or Fraud** Condition does not apply to **Covered Autos Liability Coverage**.

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

## **NEW JERSEY CHANGES**

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

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

### **A. Changes In Covered Autos Liability Coverage**

1. Paragraph **1.b.(4)** of the **Who Is An Insured** provision is replaced by the following:

**(4)** Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

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

2. Exclusion **11. Pollution** is amended by the addition of the following:

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

### **B. Changes In Conditions**

The following is added to the **Loss Payment – Physical Damages Coverages** Condition:

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

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

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

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

## **CONNECTICUT CHANGES – LIABILITY OF MUNICIPALITIES**

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

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM

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

### **A. Changes In Covered Autos Liability Coverage**

The **Expected Or Intended Injury** Exclusion is changed by the addition of the following:

This exclusion does not apply to "bodily injury" or "property damage" caused by an "employee" while acting in the performance of his or her duties and within the scope of his or her employment, unless such "bodily injury" or "property damage" is the result of any willful or wanton act of such "employee" in the discharge of such duty.

### **B. Changes In Definitions**

The definition of "accident" is replaced by the following:

"Accident" includes:

- a. Continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage"; and
- b. Incidents in which "bodily injury" or "property damage" is caused by an "employee" while acting in the performance of his or her employment, if the "bodily injury" or "property damage" was not the result of any willful or wanton act of such "employee" in the discharge of such duty.

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

## **TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE**

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

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

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

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

<b>Named Insured:</b> TRANSYSTEMS CORPORATION
<b>Endorsement Effective Date:</b>

### SCHEDULE

Limit Of Insurance	Each "Accident"
\$ 1,000,000	Each "Accident"

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

#### **A. Coverage**

1. We will pay damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph d. of the definition of "uninsured motor vehicle", we will pay under this coverage only if a. or b. below applies:
  - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph d. of the definition of "uninsured motor vehicle", and we:
  - (1) Have been given prompt written notice of such tentative settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us. If we and the Named Insured do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue will be on us.

## B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are insured:
  - a. The Named Insured and any "family member".
  - b. Any other person "occupying" a "covered auto".
  - c. Any person or organization for damages that person or organization is entitled to recover because of "bodily injury" sustained by a person described in a. or b. above.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. The Named Insured for "property damage" only.
  - b. Any person "occupying" a "covered auto".
  - c. Any person or organization for damages that person or organization is entitled to recover because of "bodily injury" sustained by a person described in b. above.

## C. Exclusions

1. We do not provide Uninsured/Underinsured Motorists Insurance:
  - a. For "bodily injury" sustained by:
    - (1) An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a "covered auto" for Uninsured/Underinsured Motorists Coverage under this Coverage Form;
    - (2) Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a "covered auto" for Uninsured/Underinsured Motorists Coverage under this Coverage Form; or
    - (3) Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured/Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
  - b. For any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph A2.b.

c. For any person for the first \$250 of the amount of damage to the property of that person as the result of any one "accident".

d. For the use of a vehicle without a reasonable belief that the person using the vehicle is entitled to do so. This exclusion does not apply to an individual Named Insured or a "family member" while using a "covered auto".

e. For any person for "bodily injury" or "property damage" resulting from the intentional acts of that person.

2. This coverage shall not apply directly or indirectly to benefit:
  - a. Any insurer or self-insurer under any workers' compensation, disability or similar law.
  - b. Any insurer of property.

## D. Limit Of Insurance

1. Regardless of the number of "covered autos", "insureds", policies or bonds applicable, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured/Underinsured Motorists Coverage shown in the Schedule or Declarations. Subject to this maximum, our limit of liability will be the lesser of:
  - a. The difference between the amount of a covered "insured's" damages for "bodily injury" or "property damage" and the amount paid or payable to that covered "insured" for such damages, by or on behalf of persons or organizations who may be legally responsible; or
  - b. The applicable limit of liability for this coverage.
2. In order to avoid insurance benefits payments in excess of actual damages sustained, subject to only the limits set out in the Schedule or Declarations and other applicable provisions of this coverage, we will pay all covered damages not paid or payable under any:
  - a. Workers' compensation, disability benefits or similar law;
  - b. Automobile Medical Payments Coverage; or
  - c. Personal Injury Protection Coverage.
3. Any payment under this coverage to or for an "insured" will reduce any amount that "insured" is entitled to recover for the same damages under this Policy's Covered Autos Liability Coverage.

#### **4. Special Provisions For Property Damage**

For any "property damage" "loss" to which the Physical Damage Coverage of this Policy (or similar coverage from another policy) and this coverage both apply, the Named Insured may choose the coverage from which damages will be paid. Such Named Insured may recover under both coverages, but only if:

- a. Neither one by itself is sufficient to cover the "loss";
- b. The Named Insured pays the higher deductible amount (but the Named Insured does not have to pay both deductibles); and
- c. The Named Insured will not recover more than the actual damages.

#### **E. Changes In Conditions**

The conditions of the Policy are changed for Uninsured/Underinsured Motorists Insurance as follows:

**1. The reference in the Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form to "other collectible insurance" is replaced by the following:**

If there is other applicable similar insurance, we will pay only our share of the "loss". Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible insurance.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

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

**c. Take reasonable steps after "loss" to protect the "covered auto" and its equipment from further "loss". We will pay all reasonable expenses incurred to do this.**

**d. Permit us to inspect and appraise the damaged property before its repair or disposal.**

**e. Promptly notify us in writing of a tentative settlement between an "insured" and the insurer of the vehicle described in Paragraph d. of the definition of "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle.**

**3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

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

Our rights under this provision do not apply with respect to a tentative settlement between an "insured" and the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of "uninsured motor vehicle" if we:

- a. Have been given written notice of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured/Underinsured Motorists Coverage; and
- b. We also have the right to recover the advanced payment.

**4. The following condition is added:**

**Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. However, at any time prior to the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.

**F. Additional Definitions**

The following are added to the **Definitions** section and have special meaning for Uninsured/Underinsured Motorists Insurance:

**1. "Covered auto" means an "auto":**

- a. Owned or leased by the Named Insured; or
- b. While temporarily used as a substitute for an owned "covered auto" that has been withdrawn from normal use because of its breakdown, repair, servicing, "loss" or destruction.

Covered Autos Liability Coverage of this Policy must apply to the "covered auto".

"Covered auto" includes "autos" (described in a. or b. above) for which Uninsured/Underinsured Motorists Insurance has not been rejected in writing.

**2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.**

**3. "Occupying" means in, upon, getting in, on, out or off.**

**4. "Property damage" means injury to or "loss" of use or destruction of:**

- a. A "covered auto";
- b. Property owned by the Named Insured or any "family member" of an individual Named Insured while contained in a "covered auto";
- c. Property owned by any other person "occupying" the "covered auto" while contained in the "covered auto"; and
- d. Any property owned by the Named Insured or "family member" of an individual Named Insured while contained in any "auto" not owned, but being operated, by such individual Named Insured or any "family member" of the individual Named Insured.

**5. "Uninsured motor vehicle" means a land motor vehicle or "trailer" of any type:**

- a. To which no liability bond or policy applies at the time of the "accident".
- b. Which is a hit-and-run vehicle whose operator or owner cannot be identified. The vehicle must hit an "insured", a "covered auto" or a vehicle an "insured" is "occupying".
- c. To which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company denies coverage or is or becomes insolvent.
- d. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the accident, but its limit of liability either:
  - (1) Is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages; or
  - (2) Has been reduced by payment of claims to an amount which is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages.

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

- a. Owned by or furnished or available for the regular use of the Named Insured or a "family member" of an individual Named Insured;

- b. Owned or operated by a self-insurer under an applicable motor vehicle law;
  - c. Owned by any governmental body unless the operator of the vehicle is uninsured and there is no statute imposing liability for damage because of "bodily injury" or "property damage" on the governmental body for an amount not less than the Limit of Insurance for this coverage;
  - d. Operated on rails or crawler treads;
  - e. Designed mainly for use off public roads while not on public roads; and
  - f. While located for use as a residence or premises.

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

## **GEORGIA UNINSURED MOTORISTS COVERAGE – REDUCED BY AT-FAULT LIABILITY LIMITS**

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### SCHEDULE

Limit Of Insurance:	\$1,000,000	Each "Accident"
Indicate with an "X" in the appropriate box the desired deductible option. Any amount payable for damages under this coverage will be in excess of the applicable deductible option.		
<b>Deductible Option</b>		
<input checked="" type="checkbox"/> <b>No deductible applies.</b> <input type="checkbox"/> \$ 500 each "accident" <input type="checkbox"/> \$ 1,000 each "accident" <input type="checkbox"/> \$ 2,000 each "accident"		

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

#### **A. Coverage**

1. We will pay all sums in excess of the applicable deductible option shown in the Schedule or Declarations that the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" including loss of consortium, sustained by the "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing.
3. Any default judgment arising out of a "suit" for damages against anyone alleged to be legally responsible is not binding on us.

## **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

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

## **C. Exclusions**

This insurance does not apply to:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", if the settlement is made in accordance with GA CODE ANN. Section 33-24-41.1 and the payment of such settlement exhausts the limits of the applicable liability bonds or policies.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. "Property damage" for which the "insured" has been compensated by other property or physical damage coverage.

6. Punitive or exemplary damages.

7. "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## **D. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage Form or any Medical Payments Coverage endorsement attached to this Coverage Part.

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

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

3. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
4. We will not pay for any "property damage" that is paid or payable under Physical Damage Coverage.

## E. Changes In Conditions

The conditions of the policy are changed for Uninsured Motorists Coverage as follows:

1. Paragraph **a.** of the **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and Paragraph **e.** in the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable similar insurance available under more than one policy:

- (1) The following priorities of recovery apply:

<b>First</b>	The policy affording Uninsured and Underinsured Motorists Coverage to the "insured" as a Named Insured or, if the Named Insured is an individual, any "family member".
<b>Second</b>	The Uninsured and Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".

- (2) We will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

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

3. **Transfer Of Rights Of Recovery Against Others To Us** is also changed by adding the following:

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

We shall be entitled to the rights to recover damages from another only after the "insured" has been fully compensated for damages.

4. **The Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply to the Named Insured or if the Named Insured is an individual, any "family member".

## F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means:
  - a. Injury to or destruction of a covered "auto" or its resulting loss of use;
  - b. Injury to or destruction of property contained in the covered "auto" and owned by the Named Insured or, if the Named Insured is an individual, any "family member"; or
  - c. Injury or destruction of property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which there is neither:
    - (1) Cash or securities on file with the Georgia Commissioner of Public Safety; nor
    - (2) A liability bond or policy; applicable at the time of the "accident".
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of the limits of all liability bonds or policies applicable at the time of an "accident" is either:
    - (1) Less than the sum of the limits of insurance for Uninsured Motorists Coverage applicable to the "insured" under this Coverage Form and any other Coverage Form or policy; or
    - (2) Reduced by payments to others to an amount which is less than the sum of the limits of insurance for Uninsured Motorists Coverage applicable to the "insured" under this Coverage Form and any other Coverage Form or policy.

- c. For which an insuring or bonding company legally denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

The vehicle must either:

- (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
- (2) Cause "bodily injury" or "property damage" with no physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying" at the time of the "accident", provided the facts of the "accident" can be corroborated by an eyewitness to the "accident" other than the "insured" making the claim.

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

- a. Designed for use mainly off public roads while not on public roads; or
- b. Owned by or furnished for the regular use of you or any "family member".

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

## **NEW JERSEY UNINSURED AND UNDERINSURED MOTORISTS COVERAGE**

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

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

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

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

<b>Named Insured:</b> TRANSYSTEMS CORPORATION
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<b>Endorsement Effective Date:</b>
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### **SCHEDULE**

<b>Limit Of Insurance:</b> \$1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle" or an "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a. The limit of any applicable liability bonds or policies has been exhausted by judgments or payments; or

- b.** A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" and we:
  - (1) Have been given prompt written notice of such tentative settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### **B. Who Is An Insured**

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

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

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

### C. Exclusions

This insurance does not apply to any of the following:

1. With respect to an "uninsured motor vehicle", any claim settled without our consent.
2. Damages for pain, suffering and inconvenience resulting from "bodily injury" caused by an "accident" involving an "uninsured motor vehicle" or an "underinsured motor vehicle", unless the injured person has a legal right to recover damages for such pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act. The injured person's legal right to recover damages for pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act will be determined by the liability tort limitation, if any, applicable to that person.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. The direct or indirect benefit of any insurer of property.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
7. The first \$500 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".

- 8.** "Property damage" caused by a hit-and-run vehicle.
- 9.** Punitive or exemplary damages.
10. "Bodily injury" or "property damage" sustained by any "insured" who is an owner of a motor vehicle:
  - a.** Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation; or
  - b.** Required to be insured in accordance with New Jersey law or regulation, but not insured for this coverage or any similar coverage.

However, this exclusion does not apply to an individual Named Insured, and such Named Insured's spouse, unless the individual Named Insured or such Named Insured's spouse is "occupying", at the time of an "accident", a motor vehicle described in Subparagraph **a.** or **b.** above.

11. "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a.** War, including undeclared or civil war;
  - b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the Limit Of Insurance shown in the Schedule or Declarations for Uninsured Motorists Coverage and Underinsured Motorists Coverage is the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle".
  - a.** However, subject to our maximum Limit of Insurance for this coverage, if:
    - (1) An "insured" is not the individual Named Insured under this Policy;
    - (2) That "insured" is an individual Named Insured under one or more other policies providing similar coverage; and
    - (3) All such other policies have a Limit of Insurance for similar coverage which is less than the Limit of Insurance for this coverage;

then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable Limit of Insurance under any Coverage Form or policy providing coverage to that "insured" as an individual Named Insured.

- b. However, subject to our maximum Limit of Insurance for this coverage, if:
  - (1) An "insured" is not the individual Named Insured under this Policy or any other policy;
  - (2) That "insured" is insured as a "family member" under one or more other policies providing similar coverage; and
  - (3) All such other policies have a Limit of Insurance for similar coverage which is less than the Limit of Insurance for this coverage;

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

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

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

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

## E. Changes In Conditions

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

- 1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

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

However, if an "insured" is:

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

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

However, if an "insured" is:

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

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

- b.** Any insurance we provide with respect to a vehicle:
    - (1) The Named Insured does not own; or
    - (2) Owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured And Underinsured Motorists Coverage under this Coverage Form,

shall be excess over any other collectible uninsured motorists or underinsured motorists insurance providing coverage on a primary basis.
  - c.** If the coverage under this Coverage Form is provided:
    - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
    - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
- a. Promptly notify the police if a hit-and-run driver or "stolen vehicle" is involved; and
  - b. Promptly send us copies of the legal papers if a "suit" is brought.
  - c. A person seeking coverage under this endorsement must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle", and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".
- 3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
- If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:
- a. Have been given prompt notice, in writing, of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
  - b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
- If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:
- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this endorsement; and
  - (2) We also have a right to recover the advanced payment.
- 4.** The following condition is added:
- Arbitration**
- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

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

## F. Additional Definitions

As used in this endorsement:

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

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

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

(3) Owned by any governmental unit or agency;

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

5. "Underinsured motor vehicle" means the following:

- a. With respect to an "insured" who:
  - (1) Is not the individual Named Insured under this Policy;
  - (2) Is an individual Named Insured under one or more other policies providing similar coverage; and
  - (3) Is not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

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

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

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

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

- c. With respect to any other "insured" who is not described in Paragraph **a.** or **b.** above, "underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident", but its limit of liability is less than the Limit of Insurance for this coverage.  
However, an "underinsured motor vehicle" does not include any vehicle:
    - (1) Owned or operated by a self-insurer under any applicable motor vehicle law;
    - (2) Owned by any governmental unit or agency;
    - (3) Operated on rails or crawler treads;
    - (4) Designed for use mainly off public roads while not on public roads;
  - (5) While located for use as a residence or premises; or
  - (6) Owned by or furnished or available for the regular use of the Named Insured or, if the Named Insured is an individual, any "family member".
- 6. "Stolen vehicle" means a vehicle that is a covered "auto" and, at the time of the "accident", the vehicle is operated by an unknown third person without the consent of the "insured".

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

## **OKLAHOMA UNINSURED MOTORISTS COVERAGE – STACKED**

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

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

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

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

<b>Named Insured:</b> TRANSYSTEMS CORPORATION
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<b>Endorsement Effective Date:</b> 10/01/2017
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### **SCHEDULE**

<b>Limit Of Insurance:</b> \$1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Coverage**

We will pay, in accordance with Title 36, Oklahoma Statutes, all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

- a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to:

**1. "Bodily injury" sustained by:**

- a.** Any person who is a "family member" while "occupying", or when struck by, any motor vehicle owned by that person which is not insured for Uninsured Motorists Coverage at the time of the "accident" and to whom no other Uninsured Motorists Coverage is available.
- b.** Any "insured" while "occupying" an "auto":
  - (1)** Owned by the Named Insured or any person who is a "family member"; or
  - (2)** Furnished or available for the regular use of the Named Insured or any person who is a "family member";

if such "auto" is not insured under a motor vehicle insurance policy at the time of the "accident".

- 2.** The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4.** Punitive or exemplary damages.
- 5.** "Bodily injury" arising directly or indirectly out of:
  - a.** War, including undeclared or civil war;
  - b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

- 1.** Regardless of the number of "insureds", or claims made, the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our limit of insurance for any one "accident", if the "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to this maximum limit of liability for all damages:
  - a.** The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident".
  - b.** The individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.
- A person's pro rata share is the proportion that that person's damages bear to the total damages sustained by all "insureds".
- 2.** If the "bodily injury" is sustained by any "insured", other than an individual Named Insured or any "family member", in an accident in which neither such Named Insured nor any "family member" sustained "bodily injury", the Limit Of Liability shown in the Schedule or Declarations for this coverage is our maximum limit of liability for all damages resulting from any such accident.
- 3.** Any payment made by or on behalf of the owner or operator of a vehicle described in Paragraph **F.3.b.** of the definition of an "uninsured motor vehicle" shall not reduce or be a credit against our limit of insurance.

- 4.** No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Policy.

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

## **E. Changes In Conditions**

The **Conditions** of the Policy are changed for Uninsured Motorists Coverage, as follows:

- 1.** The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

- 2.** **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a suit is brought.
- c. A person seeking Uninsured Motorists Coverage must also notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "uninsured motor vehicle" and allow us 60 days to advance payment in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle". This notice must be sent by certified mail and must include:
  - (1) Written documentation of economic losses;
  - (2) Copies of all medical bills; and
  - (3) Written authorization or a court order allowing us to obtain reports from any employers and medical providers.

- 3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

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

Our rights do not apply under this provision with regard to Uninsured Motorists Coverage if we:

- a. Have been given written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:

- a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have the right to recover the advanced payment.

- 4. Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

- 5.** The following condition is added:

### **Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that is recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply.
- c. Any decision agreed to by the arbitrators will not be binding.

- d. If agreement by arbitration is not reached within three months from the date of demand, the "insured" may bring an action against anyone responsible for the use of a vehicle involved in the "accident".

## F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or "trailer" for which there is a liability bond or policy at the time of an accident, the liability limits of which are less than the amount of the claim of the person or persons making such claim, regardless of the amount of coverage of either of the parties in relation to each other;
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- b. Designed for use mainly off public roads while not on public roads.

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

## **OHIO UNINSURED AND UNDERINSURED MOTORISTS COVERAGE – BODILY INJURY**

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

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

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

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

**Named Insured:** TRANSYSTEMS CORPORATION

**Endorsement Effective Date:** 10/01/2017

### SCHEDULE

Limit Of Insurance		
<b>Uninsured Motorists Coverage:</b>	\$1,000,000	<b>Each "Accident"</b>
<b>Underinsured Motorists Coverage:</b>	\$1,000,000	<b>Each "Accident"</b>

Uninsured and Underinsured Motorists Coverage apply unless an "X" is entered in the corresponding box below:

- If an "X" is entered in this box, this endorsement provides Uninsured Motorists Coverage only, and all references to "underinsured motor vehicle" do not apply.
- If an "X" is entered in this box, this endorsement provides Underinsured Motorists Coverage only, and all references to "uninsured motor vehicle" do not apply.

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

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" because of "bodily injury" sustained by the "insured" and caused by an "accident".

The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".

2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under the coverage selected under this endorsement only if Paragraph **a.** or **b.** below applies:
  - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
  - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
    - (1) Have been given prompt written notice of such settlement; and
    - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

## B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction. However, no coverage is provided for anyone occupying an "auto" which is not a covered auto for Uninsured Motorists and/or Underinsured Motorists Coverage under this Coverage Form.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction. However, no coverage is provided for anyone occupying an "auto" which is not a covered auto for Uninsured Motorists and/or Underinsured Motorists Coverage under this Coverage Form.

- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

## C. Exclusions

This insurance does not apply to:

1. Any claim settled without our consent, if the settlement prejudices our right to recover payments. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Any "insured" using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage and/or Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage form or any Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage Form for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
4. With respect to coverage provided for damages resulting from an "accident" with an "underinsured motor vehicle", the limit of insurance shall be reduced by all sums paid for "bodily injury" by or on behalf of anyone who is legally responsible.

## E. Changes In Conditions

The Conditions of the policy for Ohio Uninsured and Underinsured Motorists Insurance are changed as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

- c. If the coverage under this Coverage Form is provided:

- (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved;
- b. Promptly send us copies of the legal papers if a "suit" is brought; and
- c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle" and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle". However, this Provision 2.c. does not apply if failure to notify us does not prejudice our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is amended by adding the following:

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

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following conditions are added:

a. **Arbitration**

- (1) If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**b. Statute Of Limitations**

Any claim or suit for Uninsured Motorists Coverage and/or Underinsured Motorists Coverage must be brought within three years after the date of the "accident" causing the "bodily injury" or one year after the date the liability insurer of the "uninsured motor vehicle" becomes insolvent, whichever is later, provided that our rights are not prejudiced.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle:
  - a. For which no liability bond or policy applies at the time of an "accident";
  - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
    - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
    - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

The facts of the "accident" or intentional act must be proved by independent corroborative evidence.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
  - b. Designed for use mainly off public roads while not on public roads; or
  - c. Owned by any governmental unit or agency, unless the owner or operator of the "uninsured motor vehicle" has:
    - (1) An immunity under the Ohio Political Subdivision Tort Liability Law; or
    - (2) A diplomatic immunity.
4. "Underinsured motor vehicle" means a land motor vehicle for which the sum of all liability bonds or policies applicable at the time of an "accident" is either:
- a. Less than the limit of liability for this coverage; or

- b. Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
- b. Owned by a governmental unit or agency;
- c. Designed for use mainly off public roads while not on public roads; or
- d. That is insured for Covered Autos Liability Coverage under this Policy.

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

## **PENNSYLVANIA UNINSURED MOTORISTS COVERAGE – NONSTACKED**

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

<b>Limit Of Insurance:</b> \$35,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
  - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - b. Had a reasonable opportunity to protect our interests in the "suit".

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

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

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

### C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply if such settlement does not adversely affect our rights of recovery under this coverage.
2. The direct or indirect benefit of any insurer or self-insurer under any disability benefits or similar law, except workers' compensation law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

### D. Limit Of Insurance

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. Any amount payable for damages under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible. This includes all sums paid for the same damages under this Coverage Form's Covered Autos Liability Coverage. This also includes all sums paid for an "insured's" attorney either directly or as part of the amount paid to the "insured".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

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

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

### E. Changes In Conditions

The Conditions are changed for Pennsylvania Uninsured Motorists Coverage – Nonstacked as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved; and
  - b. Promptly send us copies of the legal papers if a "suit" is brought.

- 2. Legal Action Against Us** is replaced by the following:

**Legal Action Against Us**

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within four years after the date on which the "insured" knows of the uninsured status of the owner or driver of the "uninsured motor vehicle". However, this Paragraph b. does not apply to an "insured" if, within four years after the date on which the "insured" knows of the uninsured status of the owner or driver of the "uninsured motor vehicle", we or the "insured" has made a written demand for arbitration in accordance with the provisions of this endorsement.

- 3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment due to an "accident" involving an "uninsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid, less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

- 4. Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

<b>First</b>	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
<b>Second</b>	The Coverage Form or policy affording Uninsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".

- c. Where there is applicable insurance available under the first priority:

- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted; and
- (2) The maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".

- d. If two or more Coverage Forms or policies have equal priority:

- (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority;

- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer on the same level of priority for the benefits paid and the costs of processing the claim.

5. The following condition is added:

**Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

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

## F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy applies at the time of an "accident".
  - b. For which an insuring or bonding company:
    - (1) Denies coverage;
    - (2) Is or becomes insolvent; or
    - (3) Is or becomes involved in insolvency proceedings.

- c.** For which neither the driver nor owner can be identified. The vehicle or "trailer" must:

- (1) Hit an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying"; or
- (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
  - b. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled, except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

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

## **PENNSYLVANIA UNDERINSURED MOTORISTS COVERAGE – NONSTACKED**

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

<b>Limit Of Insurance:</b> \$35,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
  - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
    - (1) Have been given prompt written notice of such tentative settlement; and

**(2)** Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:
  - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - b. Had a reasonable opportunity to protect our interests in the "suit".

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

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

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

### C. Exclusions

This insurance does not apply to any of the following:

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

- b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part.

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

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

### E. Changes In Conditions

The Conditions are changed for Pennsylvania Underinsured Motorists Coverage – Nonstacked as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
  - a.** Promptly send us copies of the legal papers if a "suit" is brought.
  - b.** A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to the "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

- 2. Legal Action Against Us** is replaced by the following:

**Legal Action Against Us**

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle".
- c. Paragraph 2.b. above of this condition does not apply if, within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle":
  - (1) We or the "insured" has made a written demand for arbitration in accordance with the provisions of this endorsement; or
  - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of the "underinsured motor vehicle" and such action is:
    - (a) Filed in a court of competent jurisdiction; and
    - (b) Not barred by the applicable state statute of limitations.

In the event that the four-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

- 3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment due to an "accident" involving an "underinsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid, less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

- 4. Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

<b>First</b>	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
<b>Second</b>	The Coverage Form or policy affording Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".

- c. Where there is applicable insurance available under the first priority:
    - (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted; and
    - (2) The maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".
  - d. If two or more Coverage Forms or policies have equal priority:
    - (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority;
    - (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim.
5. The following condition is added:
- Arbitration**
- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
  - b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
  2. "Occupying" means in, upon, getting in, on, out or off.
  3. "Underinsured motor vehicle" means a vehicle for which the sum of all liability bonds or policies that apply at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages.
- However, an "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled, except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

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

## **OKLAHOMA UNINSURED MOTORISTS COVERAGE – NON-STACKED**

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

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

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

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

<b>Named Insured:</b> TRANSYSTEMS CORPORATION
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<b>Endorsement Effective Date:</b> 10/01/2017
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### **SCHEDULE**

<b>Limit Of Insurance:</b> \$1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Coverage**

We will pay, in accordance with Title 36, Oklahoma Statutes, all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

- a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to:

- 1.** "Bodily injury" sustained by:
  - a.** Any person who is a "family member" while "occupying", or when struck by, any motor vehicle owned by that person which is not insured for Uninsured Motorists Coverage at the time of the "accident" and to whom no other Uninsured Motorists Coverage is available.
  - b.** Any "insured" while "occupying" an "auto":
    - (1)** Owned by the Named Insured or any person who is a "family member"; or
    - (2)** Furnished or available for the regular use of the Named Insured or any person who is a "family member";

if such "auto" is not insured under a motor vehicle insurance policy at the time of the "accident".
- 2.** The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4.** Punitive or exemplary damages.
- 5.** "Bodily injury" arising directly or indirectly out of:
  - a.** War, including undeclared or civil war;
  - b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

- 1.** Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
- 2.** Any payment made by or on behalf of the owner or operator of a vehicle described in Paragraph **F.3.b.** of the definition of an "uninsured motor vehicle" shall not reduce or be a credit against our limit of insurance.
- 3.** No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Policy.

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

### E. Changes In Conditions

The **Conditions** of the Policy are changed for **Uninsured Motorists Coverage**, as follows:

- 1.** **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a.** The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b.** Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

- c. If the coverage under this Coverage Form is provided:
    - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on a primary basis.
    - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on an excess basis.
  - 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
    - a. Promptly notify the police if a hit-and-run driver is involved; and
    - b. Promptly send us copies of the legal papers if a suit is brought.
    - c. A person seeking Uninsured Motorists Coverage must also notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "uninsured motor vehicle" and allow us 60 days to advance payment in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle". This notice must be sent by certified mail and must include:
      - (1) Written documentation of economic losses;
      - (2) Copies of all medical bills; and
      - (3) Written authorization or a court order allowing us to obtain reports from any employers and medical providers.
  - 3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:  
If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- Our rights do not apply under this provision with regard to Uninsured Motorists Coverage if we:
- a. Have been given written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle"; and
  - b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.
- If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:
- a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
  - b. We also have the right to recover the advanced payment.
4. The following condition is added:
- Arbitration**
- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that is recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
  - b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply.
  - c. Any decision agreed to by the arbitrators will not be binding.
  - d. If agreement by arbitration is not reached within three months from the date of demand, the "insured" may bring an action against anyone responsible for the use of a vehicle involved in the "accident".

## **F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
  2. "Occupying" means in, upon, getting in, on, out or off.
  3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
    - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
    - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or "trailer" for which there is a liability bond or policy at the time of an accident, the liability limits of which are less than the amount of the claim of the person or persons making such claim, regardless of the amount of coverage of either of the parties in relation to each other;
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or**
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.**
- However, "uninsured motor vehicle" does not include any vehicle:
- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or**
  - b. Designed for use mainly off public roads while not on public roads.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **UNINSURED MOTORISTS COVERAGE - MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

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

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

### **A. Coverage**

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the insured caused by an "accident." The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle."

The most we will pay for damages to or for anyone injured in the following situations is \$35,000 for each person and \$80,000 for each "accident" or the limits you purchased, whichever is less:

1. Anyone injured while using a covered "auto" without the consent of the owner.
2. Anyone injured while a covered "auto" is being operated in a prearranged or organized racing, speed or demolition contest or in practice or preparation for any such contest.

This coverage does not apply to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation or similar law.

#### **1. Who is an Insured:**

- a. You, while "occupying" a covered "auto," while "occupying" an "auto" you do not own, or if injured as a "pedestrian."
- b. If the form of your business under Item One of the Declarations is shown as an individual, any "household member," while "occupying" a covered "auto," while "occupying" an "auto" not owned by you, or if injured as a "pedestrian."

If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any

“household member” who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another “household member” providing uninsured auto insurance with higher limits.

- c. Anyone else while “occupying” a covered “auto.” We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another “household member” providing uninsured auto insurance.
- d. Anyone else for damages he or she is entitled to recover because of injury to a person under this coverage.

If you are injured while “occupying” a covered “auto” and you have two or more “autos” insured with us with different limits, we only pay up to the limits shown on the Declarations for the “auto” you are “occupying” when injured.

If you are injured as a “pedestrian” or while “occupying” an “auto” you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you if struck by, or while “occupying” an “auto” you own and which does not have Massachusetts compulsory auto insurance.

Likewise, we will not pay damages to or for any “household member” if struck by, or while “occupying” an “auto” owned by that “household member” which does not have Massachusetts compulsory auto insurance.

## B. Limits Of Insurance

1. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one “accident” is shown on the Declarations as the “each person” limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one “accident” is shown on the Declarations as the “each accident” limit. This is the most we will pay as the result of a single “accident.”
2. The limits of two or more “autos” or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this insurance, regardless of the number of “autos” involved, persons covered, claims made, or premiums shown on the Declarations.
3. We will not make payments under this coverage which duplicate payments provided under uninsured auto insurance of any other auto policy.

4. We will reduce the damages an injured person is entitled to recover by:
  - a. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damage for bodily injury.
  - b. The amount paid under a workers' compensation law or similar law.

We will pay the balance of the damages up to the limits shown for this coverage on the Declarations.

**C. Changes In Conditions**

The conditions are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance is deleted.
2. Two or More Coverage Forms or Policies Issued By Us is deleted.

**D. Additional Conditions**

The following conditions are added for Uninsured Motorists Coverage:

1. Arbitration

If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

2. Settlement or Judgment

If an insured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

## E. Additional Definitions

As used in this endorsement:

1. "Household member" means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - a. To which no "bodily injury" liability policy or bond applies at the time of the "accident," or
  - b. To which a "bodily injury" liability policy or bond applies at the time of the "accident," but the insuring or bonding company denies coverage or becomes insolvent.
  - c. Which is a hit-and-run vehicle and neither the operator nor owner can be identified.

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

- a. Owned by a governmental unit or someone who is legally self-insured;
- b. Owned or regularly used by you;
- c. Designed for use mainly off public roads while not on public roads;
- d. Operated on rails or crawler treads;
- e. While located for use as a residence or premises.

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

## **MISSOURI UNINSURED MOTORISTS COVERAGE**

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

<b>Limit Of Insurance:</b> \$1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we have:
  - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - b. Had a reasonable opportunity to protect our interests in the "suit".

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members". However, this does not include any "family member", other than the Named Insured's spouse, who owns an "auto".
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent, if the settlement or judgment prejudices our right to recover payment. However, this exclusion applies only to the extent that the limits of liability for Uninsured Motorists Coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by any person while "occupying" or struck by any vehicle owned by the Named Insured or if the Named Insured is an individual, any "family member", that is not a covered "auto". However, this exclusion does not apply to an individual Named Insured.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

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

However, if "bodily injury" to which this coverage applies is sustained by any person other than an individual Named Insured or any "family member", the Limit of Insurance shown in the Schedule or Declarations for this coverage is also the most we will pay regardless of the number of covered "autos".

2. If there are two or more covered "autos" that are not trailers, and "bodily injury" is sustained by an individual Named Insured or any "family member", our Limit of Insurance for any one "accident" is the sum of the limits applicable to each covered "auto" which is not a "trailer". Subject to this maximum limit of liability for all damages:

- a.** The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations for this coverage at the time of the "accident".
- b.** An individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible. However, this does not include any amounts paid or payable under medical payments or any workers' compensation, disability benefits or similar law.

### E. Changes In Conditions

The Conditions are changed for Missouri Uninsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
  - a.** Promptly notify the police if a hit-and-run driver is involved; and

- b. Promptly send us copies of the legal papers if a "suit" is brought.
- 3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

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

- 4. The following condition is added:

#### **Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to an arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

- 5. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

#### **F. Additional Definitions**

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
  - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
    - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
    - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying". The facts of the "accident" must be proved. We may request supporting evidence beyond the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- b. Designed for use mainly off public roads while not on public roads.

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

## **SOUTH CAROLINA UNINSURED MOTORISTS COVERAGE**

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

<b>Limit Of Insurance:</b>	<b>\$75,000</b>	<b>Each "Accident"</b>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### **A. Coverage**

We will pay in accordance with the South Carolina Uninsured Motorists Law all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- c. The Named Insured for "property damage" only.

#### **C. Exclusions**

This coverage does not apply to any of the following:

1. Any claim settled without our consent.

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. The first \$200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
5. That part of "property damage" for which an "insured" has been compensated by insurance or otherwise.
6. "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **D. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule. If the "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while "occupying" a covered "auto", our limit is the sum of:
  - a. The Limit Of Insurance shown in the Schedule for this coverage as applicable to a covered "auto"; and
  - b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".

2. Subject to the maximum limit of insurance for all damages:

- a. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" or "property damage" sustained in an "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
- b. The individual Named Insured or any "family member" who sustains "bodily injury" or "property damage" in that "accident" will also be entitled to a pro rata share of the limit described in Paragraph a. above.

A person's pro rata share shall be the proportion that that person's damages bear to the total damages sustained by all "insureds".

3. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while not "occupying" any "auto", the most we will pay for all damages resulting from that "accident" is the sum of:
  - a. The highest limit of insurance for this coverage applicable to any one of such Named Insured's covered "autos"; and
  - b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".

4. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained in an "accident" by an individual Named Insured or any "family member" while "occupying" a vehicle not owned by that Named Insured or any "family member", the most we will pay for all damages resulting from the "accident" will be the highest limit of insurance for this coverage that applies to any one of such Named Insured's covered "autos".
5. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an "insured" other than an individual Named Insured or any "family member" in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury" or "property damage", the most we will pay for all damages resulting from that "accident" is the Limit Of Insurance shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
6. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

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

## E. Changes In Conditions

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

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:
  - a. If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any vehicle, the following priorities of coverage apply:

<b>First Priority</b>	The policy affording Uninsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".
<b>Second Priority</b>	Any policy affording Uninsured Motorists Coverage to a Named Insured or a "family member", if the Named Insured is an individual.

- (1) If there is no applicable insurance available under the first priority, the maximum recovery under all policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.
- (2) If there is applicable insurance available under the first priority:
  - (a) The limit of insurance applicable to the vehicle the "insured" was "occupying", under the policy in the first priority, shall first be exhausted; and

- (b) The maximum recovery in the second priority shall not exceed the highest limit for any one vehicle under any one policy in the second priority.
  - b. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of insurance bears to the total of all applicable limits on the same level of priority.
  - c. For "property damage", this insurance is excess to all collectible insurance of any kind.
  - d. Except for "property damage", the reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
- a. Promptly notify the police if a hit-and-run driver is involved; and
  - b. Promptly send us copies of the legal papers if a "suit" is brought.
- 3. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:
- Transfer Of Rights Of Recovery Against Others To Us**
- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of such payment that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or loss to impair them.
  - b. If an "insured" has prosecuted to judgment any "suit" against anyone responsible, we will be entitled to an assignment of the judgment to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.
- c. We will pay our proportionate part of any reasonable costs and expenses incurred for any recovery, including reasonable attorneys' fees. However, we reserve the right to retain an attorney of our choice to pursue a claim instead of reasonable attorneys' fees.
  - d. If an "insured" making a claim for "property damage" under this insurance is also entitled to insurance or other compensation for the "property damage", we will not be obligated to pay the claim until the "insured" has assigned us the rights to the compensation to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.
- 4. Two Or More Coverage Forms Issued By Us** does not apply to **Uninsured Motorists Coverage**.
5. The following condition is added:
- Conformity To Statute**
- This endorsement is intended to be in full conformity with the South Carolina Insurance Laws. If any provision of this endorsement conflicts with that law, it is changed to comply with the law.
- F. Additional Definitions**
- As used in this endorsement:
1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
  2. "Occupying" means in, upon, getting in, on, out or off.
  3. "Property damage" means injury to or destruction of the property of an "insured".
  4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
    - a. For which neither a liability bond or policy nor cash or securities deposited with the State Treasurer provide at least the amounts required by the South Carolina Motor Vehicle Financial Responsibility Act.

- b. For which neither the operator nor owner can be identified and that hits or that causes an "accident" resulting in "bodily injury" or "property damage" without hitting an individual Named Insured or a "family member", a vehicle that an individual Named Insured or any "family member" is "occupying", the Named Insured's covered "auto" or any of such Named Insured's property.

The facts of the "accident" must be corroborated by competent evidence of an eyewitness other than the owner or operator of the vehicle that an individual Named Insured or any "family member" was "occupying" at the time of the "accident". The eyewitness must sign an affidavit attesting to the truth of the facts of the "accident" contained in the affidavit.

- c. For which an insuring or bonding company successfully denies coverage, is or becomes insolvent, is in delinquency proceedings, suspension or receivership, or is proven unable to respond to a judgment.

- d. For which the owner has not qualified as a self-insurer in accordance with the applicable provisions of the South Carolina Insurance Laws.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- b. Owned by any governmental unit or agency unless a cause of action against that governmental unit or agency is barred by the Tort Claims Act, South Carolina Laws 1986, Ratification No. 514, Subsection 15-78-60, or by other applicable statute.
- c. Designed for use mainly off public roads while not on public roads.

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

## **ILLINOIS UNINSURED MOTORISTS COVERAGE**

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

<b>Limit Of Insurance:</b> \$1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

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

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
- d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b.** Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
- c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
  - a.** An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
  - b.** Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c.** Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
  - a.** War, including undeclared or civil war;
  - b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

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

We will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

- a.** \$25,000 for "bodily injury" to any one person caused by any one "accident"; and
- b.** \$50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

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

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

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

### E. Changes In Conditions

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

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

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

- b.** Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
  - c.** If the coverage under this Coverage Form is provided:
    - (1)** On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
    - (2)** On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
- a.** Promptly notify the police if a hit-and-run driver is involved; and
  - b.** Promptly send us copies of the legal papers if a "suit" is brought.
- 3. Legal Action Against Us** is replaced by the following:
- Legal Action Against Us**
- a.** No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
  - b.** Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.
- 4. Transfer Of Rights Of Recovery Against Others To Us** does not apply.
- 5. The following conditions are added:**
- Reimbursement And Trust**
- If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- Arbitration**
- a.** If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.
- If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.
- b.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.
  - c.** If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:
    - (1)** Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.
    - (2)** Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply.

- d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:
  - (1) \$75,000 for "bodily injury" to any one person/\$150,000 for "bodily injury" to two or more persons caused by any one "accident"; or
  - (2) The Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations.

## F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

- b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

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

## KANSAS UNINSURED MOTORISTS COVERAGE

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### SCHEDULE

<b>Limit Of Insurance:</b> \$1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
  - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
  - (1) Have been given prompt written notice of such tentative settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

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

### C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled or judgment reached without our consent if the settlement or judgment prejudices our right to recover payment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle".
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. "Bodily injury" sustained by an "insured" while "occupying" or when struck by any motor vehicle that is owned by or provided for the regular use of that "insured" for which the security required by Kansas law is not in effect.

### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident", is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. We will apply the limit shown in the Schedule or Declarations to first provide the separate limits required by Kansas law as follows:
  - a. \$25,000 for "bodily injury" to any one person caused by any one "accident", and
  - b. \$50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

- 2. The limit for damages resulting from "bodily injury" caused by a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" applies separately from the limit for a vehicle described in Paragraphs a., c. and d. of that definition.
- 3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage form, Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

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

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

- 4. Any amount paid under this insurance will reduce any amount an "insured" may be paid under the Coverage Form's Covered Autos Liability Coverage.

### E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

- 1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:
  - a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
  - b. If there is other applicable insurance available under one or more policies or provisions of coverage, the maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

- 2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
- a. Promptly notify the police if a hit-and-run driver is involved.
  - b. Promptly send us copies of the legal papers if a "suit" is brought.
  - c. A person seeking Uninsured Motorists Coverage must also:
    - (1) Notify us in writing, by certified mail, of a tentative settlement between the "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and
    - (2) Allow us 60 days after receipt of the written notice to advance payment to that "insured", in an amount equal to the tentative settlement, to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".
- Such written notice shall include written documentation of all damages incurred, copies of all medical bills and written authorization or a court order to obtain reports from all employers and medical providers.
- 3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
- a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
  - b. We do not have a right of recovery with respect to damages resulting from an "accident" with a vehicle described in Paragraphs **a.**, **c.** and **d.** of the definition of "uninsured motor vehicle" to which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company is or becomes insolvent.
- c.** Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:
- (1) Have been given written notice by certified mail of a tentative agreement between the "insured" and the insuring company of the owner or operator of the underinsured motor vehicle to settle for liability limits; and
  - (2) Fail to advance payments to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of the notice.
- If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:
- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
  - (2) We also have a right to recover the advance payment.
- 4. The Two Or More Coverage Forms Or Policies Issued By Us General Condition** does not apply.
- 5. The Concealment, Misrepresentation Or Fraud General Condition** does not apply.
- 6. The following condition is added:**
- Arbitration**
- a. If, after a claim has been made, a dispute arises because we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the parties may agree to arbitration. **One party cannot force the other party into arbitration.** However, disputes concerning coverage under this endorsement may not be arbitrated. If the parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators will not be binding.
    - c. Once arbitration is agreed to by both parties, either party has the right to bring arbitration under K.S.A. Sections 5-201 – 5-213 inclusive, in lieu of the arbitration procedure provided in this condition.

## F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by Kansas law;
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by Kansas law, but their limits are less than the limit of this insurance;

- c. For which an insuring or bonding company denies coverage or is or becomes insolvent;
    - d. For which neither the driver nor owner can be identified. The vehicle must either:
      - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
      - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such "accident".

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

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

## **ILLINOIS UNDERINSURED MOTORISTS COVERAGE**

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

<b>Limit Of Insurance:</b> \$1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements, unless:
  - a. We have been given prompt written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that "tentative settlement" within 30 days after receipt of notification; or

- b. We and an "insured" have reached a "settlement agreement".

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

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
  - d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer under any workers' compensation, disability benefits or similar law.
2. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in this endorsement.
2. Except in the event of a "settlement agreement", the Limit of Insurance for this coverage shall be reduced by all sums paid or payable:
  - a. By or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
  - b. Under any workers' compensation, disability benefits or similar law. However, the Limit of Insurance for this coverage shall not be reduced by any sums paid or payable under Social Security disability benefits.
  - c. Under any automobile medical payments coverage.
3. In the event of a "settlement agreement", the maximum Limit of Insurance for this coverage shall be the amount by which the Limit of Insurance for this coverage exceeds the limits of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form.

## **E. Changes In Conditions**

The Conditions are changed for Underinsured Motorists Coverage as follows:

- 1. Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
    - b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
    - c. If the coverage under this Coverage Form is provided:
      - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
      - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
  - 2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
    - a. Give us written notice of a "tentative settlement" and allow us to advance payment in an amount equal to that settlement within 30 days after receipt of notification to preserve our rights against the owner or operator of the "underinsured motor vehicle".
  - b. File "suit" against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement". Such "suit" cannot be abandoned or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".**
  - c. Promptly send us copies of the legal papers if a "suit" is brought.**
- 3. Legal Action Against Us** is replaced by the following:

### **Legal Action Against Us**

    - a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
    - b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph **3.b.** does not apply if, within two years after the date of the "accident":
      - (1) Arbitration proceedings have commenced in accordance with the provisions of this Coverage Form; or
      - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of an "underinsured motor vehicle", and such action is:
        - (a) Filed in a court of competent jurisdiction; and
        - (b) Not barred by the applicable state statute of limitations.

In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

- 4. The following is added to Transfer Of Rights Of Recovery Against Others To Us:**

Transfer Of Rights Of Recovery Against Others To Us does not apply to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given written notice of a "tentative settlement" between an "insured" and the insurer of an "underinsured motor vehicle"; and

- b.** Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of the notice.

If we advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notice:

- a.** That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
    - b.** We will also have a right to recover the advanced payment.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

**5. The following conditions are added:**

**Reimbursement And Trust**

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

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

**Arbitration**

- a.** If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

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

**F. Additional Definitions**

As used in this endorsement:

- 1.** "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- 2.** "Occupying" means in, upon, getting in, on, out or off.
- 3.** "Settlement agreement" means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle", damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement is final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle".
- 4.** "Tentative settlement" means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an accident involving an "underinsured motor vehicle".
- 5.** "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but that sum is either less than the Limit of Insurance of this coverage or reduced by payments to other persons resulting from the same "accident" to an amount less than the Limit of Insurance of this coverage. However, "underinsured motor vehicle" does not include any vehicle:
  - a.** Owned or operated by any self-insurer under any applicable motor vehicle law.
  - b.** Owned by a governmental unit or agency.
  - c.** Designed for use mainly off public roads while not on public roads.
  - d.** Which is an "uninsured motor vehicle".

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

## **ILLINOIS UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE**

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

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

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

### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident" arising out of actual physical contact with your covered "auto". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

### **B. Exclusions**

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
3. The first \$250 of the amount of "property damage" to a covered "auto" as a result of any one "accident".
4. Any motor vehicle owned by you for which you have purchased collision coverage under this policy or any other policy.
5. If the owner or operator of the "uninsured motor vehicle" cannot be identified.

6. "Property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### **C. Limit Of Insurance**

1. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" will be the lesser of \$15,000 or the actual cash value of your damaged "auto" at the time of the "accident".
2. Any amount payable under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible.

## **D. Changes In Conditions**

The Conditions are changed for Uninsured Motorists Coverage – Property Damage (Illinois) as follows:

- 1. Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible "property damage" uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

- 2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly send us copies of the legal papers if a suit is brought.

- b. Provide us with the name and address of the owner of the "uninsured motor vehicle" or a registration number and description of such vehicle, or any other available information to establish that there is no applicable motor vehicle property damage liability coverage.

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

### **Legal Action Against Us**

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

- 4. Transfer Of Rights Of Recovery Against Others To Us** does not apply.

5. The following conditions are added:

### **Reimbursement And Trust**

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

### **Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages under this endorsement or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. The insured may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

## **E. Additional Definitions**

As used in this endorsement:

1. "Property damage" means injury to or destruction of a covered "auto". However, "property damage" does not include loss of use or damage to personal property contained in your covered "auto". This definition replaces the definition in the policy.
2. "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy providing coverage for "property damage" applies at the time of the "accident";
  - b. For which no liability bond or policy at the time of an "accident" provides at least the amount required for "property damage" liability covered by the Illinois Financial Responsibility Law; or

- c. For which an insuring or bonding company denies coverage or is or becomes insolvent.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

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

## **CALIFORNIA UNINSURED MOTORISTS COVERAGE – BODILY INJURY**

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

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

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

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

<b>Named Insured:</b> TRANSYSTEMS CORPORATION
<b>Endorsement Effective Date:</b>

### **SCHEDULE**

<b>Limit Of Insurance:</b> \$1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Coverage**

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

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

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

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

#### C. Exclusions

This insurance does not apply to any of the following:

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

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

5. "Bodily injury" sustained by an individual Named Insured or any "family member" while "occupying" any vehicle leased by that Named Insured or any "family member" under a written contract for a period of six months or more that is not a covered "auto".
6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. "Bodily injury" sustained by an "insured" while "occupying" any "auto" that is rented or leased to that "insured" for use as a public or livery conveyance. However, this exclusion does not apply if the "insured" is in the business of providing public or livery conveyance.
8. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

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

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

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

## E. Changes In Conditions

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

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Send us copies of the legal papers if a "suit" is brought. In addition, a person seeking coverage under Paragraph b. of the definition of "uninsured motor vehicle" must:
  - (1) Provide us with a copy of the complaint by personal service or certified mail if the "insured" brings an action against the owner or operator of such "uninsured motor vehicle";
  - (2) Within a reasonable time, make all pleadings and depositions available for copying by us or furnish us copies at our expense; and
  - (3) Provide us with proof that the limits of insurance under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

2. **Legal Action Against Us** is replaced by the following:

### Legal Action Against Us

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

- a. Agreement as to the amount due under this insurance has been concluded;
- b. The "insured" has formally instituted arbitration proceedings against us. In the event that the "insured" decides to arbitrate, the "insured" must formally begin arbitration proceedings by notifying us in writing, sent by certified mail, return receipt requested; or

- c. "Suit" for "bodily injury" has been filed against the uninsured motorist in a court of competent jurisdiction.

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

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

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

- a. With respect to Paragraphs a., c. and d. of the definition of "uninsured motor vehicle", if we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
- b. With respect to Paragraph b. of the definition of "uninsured motor vehicle", if we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

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

## F. Additional Definitions

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

1. "Family member" means the individual Named Insured's spouse, whether or not a resident of the individual Named Insured's household, and any other person related to such Named Insured by blood, adoption, marriage or registered domestic partnership under California law, who is a resident of such Named Insured's household, including a ward or foster child.

- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance for this coverage;
  - c. For which an insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent;
  - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must make physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
  - e. That is owned by an individual Named Insured or "family member" and operated or caused to be operated by a person without the owner's consent in connection with criminal activity that has been documented in a police report.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by the United States of America, Canada, a state or political subdivision of any of those governments or an agency of any of the foregoing; or
- c. Designed or modified for use primarily off public roads while not on public roads.

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

## **CONNECTICUT UNINSURED AND UNDERINSURED MOTORISTS COVERAGE**

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

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

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

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

**Named Insured:** TRANSYSTEMS CORPORATION

**Endorsement Effective Date:** 10-01-17

### **SCHEDULE**

<b>Limit Of Insurance</b>		
<b>Uninsured Motorists Coverage:</b>	\$1,000,000	<b>Each "Accident"</b>
<b>Underinsured Motorists Coverage:</b>	\$1,000,000	<b>Each "Accident"</b>
<input type="checkbox"/> If indicated by an "X" in the box to the left or in the Declarations, Underinsured Motorists Conversion Coverage applies.		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

## A. Coverage

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

## B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

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

## C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle".

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. Punitive or exemplary damages.
7. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

#### D. Limit Of Insurance

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

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

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

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

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

#### E. Changes In Conditions

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

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

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

<b>First</b>	The Uninsured/Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
<b>Second</b>	Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as an individual Named Insured.
<b>Third</b>	Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as a "family member".

- c. With respect to the second and third priorities, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
- a. Promptly notify the police if a hit-and-run driver is involved; and
  - b. Promptly send us copies of the legal papers if a "suit" is brought.
- 3. Legal Action Against Us** is replaced by the following:
- Legal Action Against Us**
- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
  - b. Any legal action against us under this Coverage Form must be brought within three years after the date of the "accident".
  - c. Paragraph 3.b. above of this condition does not apply if, within three years after the date of the "accident", we and the "insured" agree to arbitration in accordance with the provisions of this Coverage Form.
- 4. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:
- Transfer Of Rights Of Recovery Against Others To Us**
- a. With respect to damages caused by an "accident" with an "uninsured motor vehicle":
- (1) If any person or organization has rights to recover damages from another, that person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.
  - (2) If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.
- (3) If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
  - b. With respect to damages caused by an "accident" with an "underinsured motor vehicle", the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
5. The following condition is added:
- Arbitration**
- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle", or do not agree as to the amount of damages, then the matter may be arbitrated. Both parties must agree to arbitration. If the amount of damages the "insured" demands is \$40,000 or less, both parties will select a single arbitrator. Each party will pay the expenses it incurs and bear the expenses of the arbitrator equally. If the amount of damages the "insured" demands is more than \$40,000, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
  - b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by the arbitrator(s) will be binding.
- F. Underinsured Motorists Conversion Coverage**
- If the Schedule or Declarations indicates that Underinsured Motorists Conversion Coverage applies, the following provisions apply:
1. The definition of "underinsured motor vehicle" is replaced by the following:  
"Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all payments received by or on behalf of the "insured", from or on behalf of anyone who is legally responsible, is less than the fair, just and reasonable damages of the "insured".
  2. With respect to coverage provided under the above definition of "underinsured motor vehicle", Paragraph 2. of the **Limit Of Insurance** Provision does not apply.

## **G. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. To which no bodily injury liability bond or policy applies at the time of the "accident";
  - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
    - (1) Hit an "insured", a covered "auto" or a vehicle the "insured" is "occupying"; or
    - (2) Cause "bodily injury" to the "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of the evidence that the "bodily injury" resulted from the negligence of an unidentified motorist.

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

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

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

## **FLORIDA UNINSURED MOTORISTS COVERAGE – NONSTACKED**

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

<b>Limit Of Insurance:</b>	\$ 1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
  - (1) Have been given prompt written notice of such tentative settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

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



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

### C. Exclusions

This insurance does not apply to:

1. Any claim settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle".
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. "Bodily injury" sustained by:
  - a.** An individual Named Insured while "occupying" or when struck by a vehicle owned by that individual Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;
  - b.** Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;
  - c.** Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other coverage form or policy; or

- d.** Any "insured" with respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:
  - (1)** Significant and permanent loss of an important bodily function;
  - (2)** Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
  - (3)** Significant and permanent scarring or disfigurement; or
  - (4)** Death.

5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
  - a.** War, including undeclared or civil war;
  - b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, No-fault Coverage endorsement, Medical Payments Coverage endorsement, or Uninsured Motorists Coverage endorsement attached to this Coverage Part.
3. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
4. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.



## **E. Changes In Conditions**

The Conditions are changed for Uninsured Motorists Coverage Nonstacked as follows:

- 1. Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:
  - a. If there is other applicable insurance available under one or more coverage forms, policies or provisions of coverage, any recovery for damages sustained by an individual Named Insured or any "family member":
    - (1) While "occupying" a vehicle owned by that Named Insured or any "family member" may equal, but not exceed, the limit of insurance for Uninsured Motorists Coverage applicable to that vehicle.
    - (2) While "occupying" a vehicle not owned by that Named Insured or any "family member" may equal, but not exceed, the sum of:
      - (a) The limit of insurance for Uninsured Motorists Coverage applicable to the vehicle such Named Insured or any "family member" was "occupying" at the time of the "accident"; and
      - (b) The highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to such Named Insured or any "family member".
    - (3) While not "occupying" any vehicle may equal, but not exceed, the highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Insured or any "family member".
  - b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured motorists insurance providing coverage on a primary basis.
  - c. If the coverage under this coverage form is provided:
    - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

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

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking Uninsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle".

## **3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

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

Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.



4. The following condition is added:

a. **Arbitration**

- (1) If we and an "insured" do not agree:
- (a) Whether that person is legally entitled to recover damages under this endorsement; or
  - (b) As to the amount of damages that are recoverable by that person;

Then the matter may be mediated, in accordance with the Mediation Provision contained in General Conditions, if the damages resulting from "bodily injury" are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- (2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (3) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. **Florida Arbitration Act**

If we and an "insured" agree to arbitration, the **Florida Arbitration Act** will not apply.

c. **Mediation**

- (1) In any claim filed by an "insured" with us for:
  - (a) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
  - (b) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
  - (c) "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

- (2) A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- (3) The request must state:
  - (a) Why mediation is being requested.
  - (b) The issues in dispute, which are to be mediated.
- (4) The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- (5) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- (6) The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy applies at the time of an "accident";



- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident" but the amount paid under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident";
    - c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
    - d. For which neither the driver nor owner can be identified. The land motor vehicle or "trailer" must:
      - (1) Hit an individual Named Insured or any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying"; or
      - (2) Cause an "accident" resulting in "bodily injury" to an individual Named Insured or any "family member" without hitting that Named Insured, any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying".

If there is no physical contact with the land motor vehicle or "trailer", the facts of the "accident" must be proved. We will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

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

- a. Owned by a governmental unit or agency;
- b. Designed for use mainly off public roads while not on public roads; or
- c. Owned by or furnished or available for the regular use of the Named Insured, or if the Named Insured is an individual, any "family member" unless it is a covered "auto" to which the coverage form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the Named Insured, or if the Named Insured is an individual, any "family member".



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

## **MISSOURI UNDERINSURED MOTORISTS COVERAGE**

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

<b>Limit Of Insurance:</b> \$1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b.** A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle", and we:
  - (1) Have been given prompt written notice of such tentative settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

## B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members". However, this does not include any "family member", other than the Named Insured's spouse, who owns an "auto".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

## C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. "Bodily injury" sustained by any person while "occupying" or struck by any vehicle owned by the Named Insured or if the Named Insured is an individual, any "family member", that is not a covered "auto". However, this exclusion does not apply to an individual Named Insured.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

## D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. We will not pay for any element of "loss" if a person is entitled to receive duplicate payment under any of the following or similar law:
  - a. Workers' compensation law; or
  - b. Disability benefits law.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and this policy's Covered Autos Liability Coverage.
4. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

## E. Changes In Conditions

The Conditions are changed for Missouri Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

  - a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
  - b. Subject to all other provisions of this policy, including but not limited to:
    - (1) Exclusion C.2. of this endorsement;
    - (2) Paragraph D. Limit Of Insurance of this endorsement;
    - (3) Paragraph E.1.a. of the Other Insurance Condition of this endorsement; and

**(4) The Two Or More Coverage Forms Or Policies Issued By Us Condition of this policy;**

any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

**c. If the coverage under this Coverage Form is provided:**

**(1)** On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

**(2)** On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved;
- b. Promptly send us copies of the legal papers if a "suit" is brought; and
- c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

**3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

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

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

**4. The following condition is added:**

**Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to an arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident", but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law; or
- b. Designed for use mainly off public roads while not on public roads.

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

## **TEXAS CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

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

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

**A.** Paragraphs **2.** and **5.** of the **Cancellation** Common Policy Condition contained in Endorsement **IL 00 17** are replaced by the following:

**2.** We may cancel this policy:

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
- b.** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
  - (1)** If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
  - (2)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
    - (a)** Fraud in obtaining coverage;
    - (b)** Failure to pay premiums when due;
    - (c)** An increase in hazard within the control of the insured which would produce an increase in rate;
    - (d)** Loss of reinsurance covering all or part of the risk covered by the policy; or

**(e)** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

**c.** For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:

- (1)** If this policy has been in effect for less than 90 days, we may cancel this policy for any reason.
- (2)** If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel this policy, only for the following reasons:
  - (a)** If the first Named Insured does not pay the premium or any portion of the premium when due;
  - (b)** If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
  - (c)** If the Named Insured submits a fraudulent claim; or
  - (d)** If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. The cancellation will be effective even if we have not made or offered a refund.
  - B. The following condition is added:
- Nonrenewal**
1. We may elect to renew this policy except that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
  2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

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

## FLORIDA PERSONAL INJURY PROTECTION

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

We agree with the "named insured", subject to all the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows that:

### SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of \$ 250  
 is applicable to  the following "named insured" only: TRANSYSTEMS CORPORATION  
 X each "named insured" and each dependent "family member".

- Work loss for "named insured" does not apply.  
 Work loss for "named insured" and dependent "family member" does not apply.

**Benefits**

**Limit Per Person**

Total Aggregate Limit for all Personal Injury Protection \$10,000  
 Benefits, except Death Benefits

Death Benefits \$5,000

Medical Expenses 80% of medical expenses subject to the total aggregate limit  
 and the provisions of Paragraphs D.2.a. and b. under Limit  
 Of Insurance.

Work Loss 60% of work loss subject to the total aggregate limit

Replacement Services Expenses subject to the total aggregate limit

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

## A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-fault Law to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

### 1. Medical Expenses

a. All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the "insured" receives initial services and care within 14 days after the "motor vehicle" "accident" that are:

- (1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
- (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- (3) Provided by a person or entity licensed to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-fault Law.

b. Upon referral by a licensed health care provider described in Paragraph A.1.a.(1), (2) or (3), follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph A.1.a., if provided, supervised, ordered or prescribed only by a licensed:

- (1) Physician, osteopathic physician, chiropractic physician or dentist; or
- (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist;

as authorized by the Florida Motor Vehicle No-fault Law.

Follow-up services and care may also be provided by:

- (3) A licensed hospital or ambulatory surgical center;

- (4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
- (5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- (6) A licensed physical therapist, based upon referral by a provider described in Paragraph A.1.b.; or
- (7) A health care clinic licensed under the Florida Health Care Clinic Act:
  - (a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or
  - (b) Which:
    - (i) Has a licensed medical director;
    - (ii) Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
    - (iii) Provides at least four of the following medical specialties:
      - i. General medicine;
      - ii. Radiography;
      - iii. Orthopedic medicine;
      - iv. Physical medicine;
      - v. Physical therapy;
      - vi. Physical rehabilitation;
      - vii. Prescribing or dispensing outpatient prescription medication; or
      - viii. Laboratory services;

as authorized by the Florida Motor Vehicle No-fault Law.

However, with respect to Paragraph A.1., medical expenses do not include massage or acupuncture, regardless of the person, entity or licensee providing the massage or acupuncture;

## **2. Replacement Services Expenses**

With respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

## **3. Work Loss**

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

## **4. Death Benefits**

### **B. Who Is An Insured**

1. The "named insured".
2. If the "named insured" is an individual, any "family member".
3. Any other person while "occupying" a covered "motor vehicle" with the "named insured's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle".

### **C. Exclusions**

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle" owned by the "named insured" that is not a covered "motor vehicle";
2. Sustained by any person while operating the covered "motor vehicle" without the "named insured's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:
  - a. Causing "bodily injury" to himself or herself intentionally; or
  - b. While committing a felony;
4. To the "named insured" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
5. To any "pedestrian", other than the "named insured" or any "family member", not a legal resident of the state of Florida;

6. To any person, other than the "named insured", if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-fault Law;
7. To any person, other than the "named insured", or any "family member", who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this insurance or from the "owner's" insurer; or
8. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

### **D. Limit Of Insurance**

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits, available under the Florida Motor Vehicle No-fault Law from all sources combined, including this policy, for or on behalf of any one person who sustains "bodily injury" as the result of any one "accident", shall be:
  - a. \$10,000 for medical expenses, work loss and replacement services; and
  - b. \$5,000 for death benefits.
2. Subject to Paragraph **D.1.a.**, we will pay:
  - a. Up to \$10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the "insured" had an "emergency medical condition"; or
  - b. Up to \$2,500 for medical expenses, if any health care provider described in Paragraph **A.1.a.** or **A.1.b.** has determined that the "insured" did not have an "emergency medical condition".
3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.

4. If personal injury protection benefits, under the Florida Motor Vehicle No-fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each "insured" to whom the deductible applies. The deductible does not apply to the death benefit.
6. Any amount paid under this coverage for medical expenses may be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

#### **E. Changes In Conditions**

The **Conditions** are changed for **Personal Injury Protection** as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:

Compliance with the following duties is a condition precedent to receiving benefits:

In the event of an "accident", the "named insured" must give us or our authorized representative prompt written notice of the "accident".

If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.

A person seeking personal injury protection benefits must, as soon as possible, give us written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send us any other information that will assist us in determining the amount due and payable.

A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

2. **Legal Action Against Us** is replaced by the following:

#### **Legal Action Against Us**

- a. No legal action may be brought against us until there has been full compliance with all terms of this policy. In addition, no legal action may be brought against us:

(1) Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this endorsement; and

(2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and

(3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:

(a) Pay the overdue claim; or

(b) Agree to pay for future treatment not yet rendered;

in accordance with the requirements of the Florida Motor Vehicle No-fault Law.

- b. If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

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

**Transfer Of Rights Of Recovery Against Others To Us**

Unless prohibited by the Florida Motor Vehicle No-fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
- b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
- c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, if such injured person sustained the injury while "occupying", or while a "pedestrian" through being struck by, such commercial "motor vehicle". However, such insurer's right of reimbursement under this Paragraph c. does not apply to an "owner" or registrant of a "motor vehicle" used as a taxicab.

**4. Concealment, Misrepresentation Or Fraud** is replaced by the following:

**Concealment, Misrepresentation Or Fraud**

We do not provide coverage under this endorsement for an "insured" if that "insured" has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud voids all personal injury protection coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of the fraud are recoverable from that "insured".

**5. Policy Period, Coverage Territory** is replaced by the following:

**Policy Period, Coverage Territory**

The insurance under this section applies only to "accidents" which occur during the policy period:

- a. In the state of Florida;
- b. As respects the "named insured" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the "named insured", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

## **F. Additional Conditions**

The following conditions are added:

### **1. Mediation**

- a.** In any claim filed by an "insured" with us for:
  - (1) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
  - (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
  - (3) "Loss" to a covered "auto" or its equipment, in any amount,
- either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b.** A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c.** The request must state:
  - (1) Why mediation is being requested.
  - (2) The issues in dispute, which are to be mediated.
- d.** The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- e.** Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

- f.** The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

### **2. Payment Of Benefits**

Personal injury protection benefits payable under this Coverage Form, whether the full or partial amount, may be overdue if not paid within 30 days after we are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the "insured" in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, we will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

### **3. Modification Of Policy Coverages**

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

#### **4. Medical Reports And Examinations; Payment Of Claim Withheld**

As soon as practicable, the person making the claim shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making a claim as a result of an injury sustained while committing a felony is charged with committing that felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

#### **5. Provisional Premium**

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "named insured" pursuant to the Florida Motor Vehicle No-fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "named insured" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

#### **6. Special Provisions For Rented Or Leased Vehicles**

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying", or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

#### **7. Insured's Right To Personal Injury Protection Information**

- a. In a dispute between us and an "insured", or between us and an assignee of the "insured's" personal injury protection benefits, we will, upon request, notify such "insured" or assignee that the limits for Personal Injury Protection have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, we will, upon request, provide an "insured" with a copy of a log of personal injury protection benefits paid by us on behalf of the "insured". We will provide such information within 30 days of receipt of the request for the log from the "insured".

## **G. Additional Definitions**

As used in this endorsement:

1. "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
  - a. Serious jeopardy to "insured's" health;
  - b. Serious impairment to bodily functions; or
  - c. Serious dysfunction of any bodily organ part.
2. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle.  
However, "motor vehicle" does not include:
  - a. A mobile home;
  - b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority or a political subdivision of the state.
3. "Family member" means a person related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured".
4. "Named insured" means the person or organization named in the Declarations of the policy and, if an individual, shall include the spouse if a resident of the same household.
5. "Occupying" means in or upon or entering into or alighting from.
6. "Owner" means a person or organization who holds the legal title to a "motor vehicle" and also includes:
  - a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;
  - b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
  - c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.
7. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
8. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
  - a. In accordance with generally accepted standards of medical practice;
  - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
  - c. Not primarily for the convenience of the patient, physician or other health care provider.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NEW JERSEY PERSONAL INJURY PROTECTION**

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

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

<b>Named Insured:</b>	TRANSYSTEMS CORPORATION
<b>Endorsement Effective Date:</b>	10-01-17

**SCHEDULE**

<b>Extended Medical Expense Benefits</b>		
<b>Benefits</b>	<b>Limit Of Insurance</b>	
<b>Medical Expenses</b>	\$1,000	<b>Per Person Per "Accident"</b>
<b>PEDESTRIAN PERSONAL INJURY PROTECTION</b> Coverage ONLY is provided for the following vehicles designed for use principally on public roads which are not "private passenger automobiles" and to which the liability coverage of this Coverage Form applies.		
<b>Covered Auto</b>		

 **Medical Expense Benefits Deductible**

Unless otherwise indicated to the left, medical expense benefits are subject to a deductible of \$250 per "accident".

When indicated to the left, medical expense benefits applicable to:

- A. The "named insured" and, if the "named insured" is an individual, any "family members" will be subject to a deductible of \_\_\_\_\_ per "accident" instead of the \$250 deductible; and
- B. An "eligible injured person" other than the "named insured" and, if the "named insured" is an individual, any "family members" shall be subject to a separate deductible of \$250 per "accident".

 **Medical Expense Benefits Copayment**

Medical expense benefits are subject to a copayment of 20% per "accident" for amounts payable between the applicable deductible and \$5,000.

 **Deletion Of Benefits Other Than Medical Expenses Option**

All Personal Injury Protection Benefits other than medical expense benefits are deleted with respect to the "named insured" and, if the "named insured" is an individual, any "family members", when indicated to the left. Refer to the Deletion Of Benefits Other Than Medical Expenses Provision.

 **Medical Expense Benefits-As-Secondary Option**

If the "named insured" is an individual, medical expense benefits with respect to the "named insured" and "family members" are secondary to the health benefits plans under which the "named insured" and "family members" are insured, when indicated to the left.

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

## **A. Coverages**

### **1. Personal Injury Protection**

We will pay Personal Injury Protection Benefits for "bodily injury" sustained by an "eligible injured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading or unloading, of a "private passenger auto" as an auto.

These Personal Injury Protection Benefits consist of:

#### **a. Medical Expense Benefits**

An amount not exceeding \$250,000 per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

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

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

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

#### **b. Income Continuation Benefits**

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

#### **c. Essential Services Benefits**

An amount not exceeding a limit of \$12 per day and a total limit of \$4,380 payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

#### **d. Death Benefits**

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

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

#### **e. Funeral Expense Benefits**

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

### **2. Extended Medical Expense Benefits**

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

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

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

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

### **3. Pedestrian Personal Injury Protection**

This coverage applies to "pedestrians" and only to "accidents" which occur during the policy period in New Jersey. With respect to an "insured motor vehicle" as described for this coverage, Pedestrian Personal Injury Protection Coverage is the only Personal Injury Protection Coverage for that vehicle.

We will pay Pedestrian Personal Injury Protection Benefits to an "eligible injured person". These Pedestrian Personal Injury Protection Benefits consist of:

#### **a. Medical Expense Benefits**

An amount not exceeding \$250,000 per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

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

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

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

**b. Income Continuation Benefits**

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

**c. Essential Services Benefits**

An amount not exceeding a limit of \$12 per day and a total limit of \$4,380 payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

**d. Death Benefits**

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

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

**e. Funeral Expense Benefits**

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

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

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

**B. Exclusions**

**1. Personal Injury Protection**

We will not pay Personal Injury Protection Benefits for "bodily injury":

- a. To a person whose conduct contributed to the "bodily injury" in any of the following ways:
  - (1) While committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer; or
  - (2) While acting with specific intent to cause injury or damage to himself or herself or others;
- b. To any person who, at the time of the "accident", was the owner or registrant of a "private passenger auto" registered or principally garaged in New Jersey that was being operated without Personal Injury Protection Coverage;
- c. To any person who is not occupying a covered "auto", other than the "named insured" or any "family member" or a resident of New Jersey, if the "accident" occurs outside of New Jersey;
- d. Arising out of the ownership, maintenance or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;
- e. Arising directly or indirectly out of:
  - (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- f. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- g. To any person, other than the "named insured" or any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" or "family member" under the terms of any other policy with respect to such coverage;
- h. To any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" under the terms of another policy; or
- i. To any person operating or occupying a "private passenger auto" without the permission of the owner or the "named insured" under the Policy insuring that "auto";
- j. For the following "diagnostic tests":
  - (1) Brain mapping, when not done in conjunction with appropriate neurodiagnostic testing;
  - (2) Iridology;
  - (3) Mandibular tracking and simulation;
  - (4) Reflexology;
  - (5) Spinal diagnostic ultrasound;
  - (6) Surface electromyography (surface EMG);
  - (7) Surrogate arm mentoring; or
  - (8) Any other "diagnostic test" that is determined to be ineligible for coverage under Personal Injury Protection Coverage by New Jersey law or regulation;
- k. For the following "diagnostic tests" when used to treat temporomandibular joint disorder (TMJ/D):
  - (1) Doppler ultrasound;
  - (2) Electroencephalogram (EEG);
  - (3) Needle electromyography (needle EMG);

- (4) Sonography;
- (5) Thermograms/thermographs; or
- (6) Videofluoroscopy.

## **2. Extended Medical Expense Benefits**

The exclusions that apply to Personal Injury Protection also apply to Extended Medical Expense Benefits, except Exclusion **c.**, which does not apply to Extended Medical Expense Benefits. In addition, the following exclusions are added to Extended Medical Expense Benefits:

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

## **3. Pedestrian Personal Injury Protection**

The exclusions that apply to Personal Injury Protection also apply to Pedestrian Personal Injury Protection, except Exclusions **b.** and **c.**, which do not apply to Pedestrian Personal Injury Protection Coverage.

## **C. Limit Of Insurance**

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

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

**a. Priority Of Benefits**

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

**b. Determination Of Medical Expense Benefits Payable**

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

### c. Health Benefits Plan Ineligibility

- (1) If, after the "named insured" has elected the Medical Expense Benefits-As-Secondary Coverage Option, it is determined that the "named insured" or any "family member" did not have a health benefits plan in effect at the time an "accident" occurred which resulted in "bodily injury" to the "named insured" or any "family member", medical expense benefits shall be provided to the "named insured" or any "family member", subject to the following:
- (a) Only Paragraph 1. of the Limit Of Insurance provision will apply with respect to medical expense benefits.
- (b) Any amount payable for medical expense benefits for the "named insured" and any "family member" as a result of any one "accident" shall:
- (1) Be reduced by a deductible equal to the sum of \$750 plus the applicable deductible indicated in the Schedule or in the Declarations; and
- (2) Be subject to a copayment of 20% for amounts less than \$5,000 after the deductible has been applied.
- (3) Be determined:
- (i) By the medical fee schedules promulgated by the New Jersey Department of Insurance; or
- (ii) By us, on a reasonable basis, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, if an item of expense is not included on the medical fee schedules.
- (4) Not exceed the maximum amount payable for medical expense benefits under this Policy.
- (2) All items of medical expense incurred by the "named insured" or any "family member" for the treatment of "bodily injury" shall be "eligible expenses" to the extent the treatment or procedure from which the expenses arose:
- (a) Is recognized on the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or
- (b) Are reasonable expenses in accordance with Section 4 of the New Jersey Reparation Reform Act.
- (3) We shall be entitled to recover the difference between:
- (a) The reduced premium paid under this Policy for the Medical Expense Benefits-As-Secondary Option; and
- (b) The premium which would have been paid under this Policy had the "named insured" not elected such option.
- We will not provide any premium reduction for the Medical Expense Benefits-As-Secondary Option for the remainder of the policy period.
6. The Limit Of Insurance shown in the Schedule or Declarations for weekly income continuation benefits shall be prorated for any period of "bodily injury" disability less than one week.

### D. Changes In Conditions

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

- b. The "eligible injured person", "insured person" or someone on their behalf must promptly give us written proof of claim including:
    - (1) Full particulars of the nature and extent of the "bodily injury"; and
    - (2) Such other information that will help us determine the amount due and payable.
  - c. The "eligible injured person" or "insured person" must submit to physical examination by physicians when and as often as we reasonably require and a copy of the medical report will be forwarded to such "eligible injured person" or "insured person" if requested.
  - d. In the event of "accident", claim, "suit" or "loss", if the notice, proof of claim or other reasonably obtainable information regarding the accident is received by us more than 30 days after the accident, we may impose an additional medical expense benefits copayment in accordance with New Jersey law or regulation. This copayment shall be in addition to:
    - (1) Any medical expense benefits deductible or copayment; or
    - (2) Any penalty imposed in accordance with our Decision Point Review Plan.
2. The **Policy Period, Coverage Territory** Condition for **Personal Injury Protection** and **Extended Medical Expense Benefits** is replaced by the following:
- This Coverage Part applies only to "accidents" which occur during the policy period:
- a. Anywhere in the world.
  - b. For pedestrian Personal Injury Protection Coverage, the coverage territory is New Jersey.
3. For Extended Medical Expense Benefits, the **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply. However, no one will be entitled to receive duplicate payments for the same elements of "loss".
- 4. The following **Reimbursement And Trust Condition** is added:
- Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, if we make any payment to any "eligible injured person" or "insured person" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.
5. The following **Payment Of Personal Injury Protection Benefits** Conditions are added:
- a. Medical expense benefits and essential services benefits may be paid at our option to the "eligible injured person", "insured person" or the person or organization furnishing the products or services for which such benefits are due. These benefits shall not be assignable except to providers of service benefits. Any such assignment is not enforceable unless the provider of service benefits agrees to be subject to the requirements of our Decision Point Review Plan. In the event of the death of an "eligible injured person" or "insured person" any amounts payable, but unpaid prior to death, for medical expense benefits are payable to the "eligible injured person's" or "insured person's" estate.
  - b. Benefits payable under Paragraph A.1.d.(1) of the description of death benefits are payable to the "eligible injured person's" surviving spouse, or if there is no surviving spouse, to his or her surviving children, or if there is not a surviving spouse or any surviving children, to the "eligible injured person's" estate.
  - c. Benefits payable under Paragraph A.1.d.(2) of the description of death benefits are payable to the person who has incurred the expense of providing essential services.
  - d. Funeral expense benefits are payable to the "eligible injured person's" or "insured person's" estate.

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

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

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

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

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

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

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

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

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

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

(2) Upon notification to us of a "bodily injury" covered under this Policy, we will advise the "insured" of the care path requirements established by the New Jersey Department of Banking and Insurance.

(3) Where the care paths indicate a decision point, further treatment or the administration of a diagnostic test is subject to our Decision Point Review Plan.

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

**b. Coverage For "Diagnostic Tests"**

(1) In addition to the care path requirements for an "identified injury", the administration of any of the following "diagnostic tests" is also subject to the requirements of our Decision Point Review Plan:

- (a) Brain audio evoked potential (BAEP);
- (b) Brain evoked potential (BEP);
- (c) Computer assisted tomographic studies (CT, CAT Scan);
- (d) Dynatron/cyber station/cybex;
- (e) H-reflex Study;
- (f) Magnetic resonance imaging (MRI);
- (g) Nerve conduction velocity (NCV);
- (h) Somatosensory evoked potential (SSEP);
- (i) Sonogram/ultrasound;
- (j) Visual evoked potential (VEP);
- (k) Any of the following "diagnostic tests" when not otherwise excluded under Exclusion j.:
  - (i) Brain mapping;
  - (ii) Doppler ultrasound;
  - (iii) Electroencephalogram (EEG);
  - (iv) Needle electromyography (needle EMG);
  - (v) Sonography;
  - (vi) Thermography/thermograms;
  - (vii) Videofluoroscopy; or

(l) Any other "diagnostic test" that is subject to the requirements of our Decision Point Review Plan by New Jersey law or regulation.

(2) The "diagnostic tests" listed under Paragraph (1) must be administered in accordance with New Jersey Department of Banking and Insurance regulations, which set forth the requirements for the use of "diagnostic tests" in evaluating injuries sustained in "auto" "accidents".

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

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

**c. Decision Point Review Plan**

- (1) Coverage for certain medical expenses under this endorsement is subject to our Decision Point Review Plan, which provides appropriate notice and procedural requirements that must be adhered to in accordance with New Jersey law or regulation. We will provide a copy of this plan upon request, or in the event of any claim for medical expenses under this coverage.
  - (2) Our Decision Point Review Plan includes the following minimum requirements as prescribed by New Jersey law or regulation:
    - (a) The requirements of the Decision Point Review Plan only apply after the tenth day following the "accident".
    - (b) We must be provided prior notice as indicated in our plan, with appropriate "clinically supported" findings, that additional treatment for an "identified injury", the administration of a "diagnostic test" listed under Paragraph (1) or the use of durable medical equipment is required.The notice and "clinically supported" findings may include a comprehensive treatment plan for additional treatment.
  - (3) Once we receive such notice with the appropriate "clinically supported" findings, we will, in accordance with our plan:
    - (a) Promptly review the notice and supporting materials; and
    - (b) If required as part of our review, request any additional medical records or schedule a physical examination.
- (4) We will then determine and notify the "eligible injured person" or the "insured person" whether we will provide coverage for the additional treatment, "diagnostic test" or use of durable medical equipment as indicated in our plan and within the applicable three business day requirements specified in New Jersey Department of Banking and Insurance regulations.
- Any determination we make will be based on the determination of a physician. If the physician prepares a written report concerning the examination we have required, such report will be made available to the "eligible injured person" upon request.
- (5) Any physical examination of an "eligible injured person" or "insured person" scheduled by us will be conducted in accordance with our plan.
  - (6) We may deny reimbursement of further treatment, testing or use of durable medical equipment for repeated unexcused failure of an "eligible injured person" or "insured person" to appear for a physical scheduled examination required by us in accordance with our plan.
  - (7) A penalty will be imposed in accordance with our plan if:
    - (a) We do not receive proper notice and "clinically supported" findings; or
    - (b) Any "eligible injured person" or "insured person" fails to use a network in accordance with N.J.A.C. 11:3-4.8.
    - (c) We do not receive proper notice for treatment, "diagnostic tests" or durable medical equipment in accordance with the requirements of our Decision Point Review Plan.However, no penalty will be imposed where the proper notice or findings were received by us and we thereafter failed to act in accordance with our plan to request further information, modify or deny reimbursement of further treatment, "diagnostic tests" or the use of durable medical equipment with respect to that notice or those findings.

**d. Dispute Resolution**

If we and any person seeking Personal Injury Protection Coverage do not agree as to the recovery of Personal Injury Protection Coverage under this endorsement, then the matter may be submitted to dispute resolution, on the initiative of any party to the dispute, in accordance with N.J.A.C. 11:3-5.6.

However, prior to submitting such matter to dispute resolution, providers who are assigned service benefits by an "eligible injured person" or "insured person", or have a power of attorney from such person, shall be subject to our internal appeals process in accordance with New Jersey law or regulation. Any request for dispute resolution may include a request for review by a medical review organization.

**10. The following condition is added for Personal Injury Protection and Pedestrian Personal Injury Protection:**

**Coordination And Nonduplication**

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

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

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

**Medical Payments Deletion**

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

**E. Definitions**

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

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

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

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

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

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

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

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

(2) Made an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;

- (3) Considered any and all previously performed tests that relate to the injury and the results and which are relevant to the proposed treatment or test; and
- (4) Recorded and documented these observations, positive and negative findings and conclusions on the "insureds" medical records.
- d. "Diagnostic test(s)" means a medical service or procedure utilizing any means other than bioanalysis, intended to assist in establishing a:
  - (1) Medical;
  - (2) Dental;
  - (3) Physical therapy;
  - (4) Chiropractic; or
  - (5) Psychological diagnosis;

for the purpose of recommending or developing a course of treatment for the tested patient to be implemented by the treating practitioner or by the consultant.
- e. "Eligible expense" means:
  - (1) In the case of health benefits plans, that portion of the medical expenses incurred for the treatment of "bodily injury" which is covered under the terms and conditions of the plan, without application of the deductible(s) and copayment(s), if any.
  - (2) In the case of Personal Injury Protection Benefits, that portion of the medical expenses incurred for the treatment of "bodily injury" which, without considering any deductible and copayment, shall not exceed:
    - (a) The percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or
    - (b) The reasonable amount, as determined by us, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, when an incurred medical expense is not included on the medical fee schedules.
- f. "Emergency care" means all treatment of a "bodily injury" which manifests itself by acute symptoms of sufficient severity such that absence of 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 shall include all medically necessary care immediately following an "accident", including but not limited to, immediate prehospitalization 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 patient is discharged from acute care by the attending physician. Emergency care shall be presumed when medical care is initiated at a hospital within 120 hours of the "accident".
- g. "Family member" means a person related to the "named insured" by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the "named insured".
- h. "Health care provider" means those persons licensed or certified to perform health care treatment or services compensable as medical expenses and shall include, but not be limited to:
  - (1) Hospital or health care facilities that are maintained by a state or any of its political subdivisions or licensed by the Department of Health and Senior Services;
  - (2) 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 testing, free-standing emergency clinics or offices, and private treatment centers;
  - (3) A nonprofit voluntary visiting nurse organization providing health care services other than in a hospital;
  - (4) Hospitals or other health care facilities or treatment centers located in other states or nations;
  - (5) Physicians licensed to practice medicine and surgery;

- (6) 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 therapy assistants and occupational therapy assistants;
  - (7) Registered bioanalytical laboratories;
  - (8) Certified nurse-midwives and nurse practitioners/clinical nurse-specialists; or
  - (9) Providers of other health care services or supplies including durable medical goods.
- i. "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:
- (1) Cervical Spine: Soft Tissue Injury;
  - (2) Cervical Spine: Herniated Disc/Radiculopathy;
  - (3) Thoracic Spine: Soft Tissue Injury;
  - (4) Thoracic Spine: Herniated Disc/Radiculopathy;
  - (5) Lumbar-Sacral Spine: Soft Tissue Injury;
  - (6) Lumbar-Sacral Spine: Herniated Disc/Radiculopathy; and
  - (7) Any other "bodily injury" for which the New Jersey Department of Banking and Insurance has established standard courses of appropriate diagnosis and treatment.
- j. "Income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment.
- k. "Income producer" means a person who, at the time of the "accident", was in an occupational status, earning or producing income.
- I. "Named insured" means the person or organization named in Item 1 of the Declarations and, if an individual, includes his or her spouse if the spouse is a resident of the household of the "named insured", except that if the spouse ceases to be a resident of the same household, the spouse shall be a "named insured" for the full term of the Policy in effect at the time of cessation of residency. If the covered "auto" is owned by a farm family copartnership or corporation, the term "named insured" also includes the head of the household of each family designated in the Policy as having a working interest in the farm.
- m. "Pedestrian" means any person who is not occupying, using, entering into, or alighting from a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks.
- n. "Private passenger auto" means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:
- (1) A private passenger or station wagon type auto;
  - (2) A van, a pickup or panel truck or delivery sedan; or
  - (3) A utility auto designed for personal use as a camper or motor home or for family recreational purposes.
- A "private passenger auto" does not include:
- (a) A motorcycle;
  - (b) An auto used as a public or livery conveyance for passengers;
  - (c) A pickup or panel truck, delivery sedan or utility auto customarily used in the occupation, profession or business of an "insured" other than farming or ranching; or
  - (d) A utility auto customarily used for the transportation of passengers other than members of the user's family or their guests.

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

"Eligible injured person" means:

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

(1) As a result of any "accident" while occupying, using, entering into or alighting from a "private passenger auto"; or

(2) While a "pedestrian", caused by a "private passenger auto" or by an object propelled by or from a "private passenger auto".

- b. Any other person who sustains "bodily injury":

(1) While, with your permission, that person is occupying, using, entering into or alighting from the covered "auto"; or

(2) While a "pedestrian", caused by the covered "auto" or as a result of being struck by an object propelled by or from the covered "auto".

4. The following is added to the **Definitions** section for **Extended Medical Expense Benefits**:

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

(1) A "private passenger auto";

(2) A farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads;

(3) A vehicle operated on rails or crawlertreads; or

(4) A vehicle while located for use as a residence or premises.

- b. "Insured person" means:

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

(a) While occupying, using, entering into or alighting from a "highway vehicle"; or

(b) While a "pedestrian", caused by a "highway vehicle".

- (2) Any other person who sustains "bodily injury" while occupying a "highway vehicle" (other than a motorcycle or a vehicle while being used as a public or livery conveyance) if such "highway vehicle" is being operated by the "named insured" and, if the "named insured" is an individual, a "family member", or any other person using such "highway vehicle" with the permission of the "named insured"; or

- (3) Any other person who sustains "bodily injury" occupying a covered "auto" if the covered "auto" is being operated by the "named insured" and, if the "named insured" is an individual, a "family member", or any other person using the covered "auto" with the permission of the "named insured".

5. The following is added to the **Definitions** section for **Pedestrian Personal Injury Protection**:

- a. "Eligible injured person" means:

A person who sustains "bodily injury" while a "pedestrian", caused by an "insured motor vehicle" or as a result of being struck by an object propelled by or from the "insured motor vehicle".

- b. "Insured motor vehicle" means a self-propelled motor vehicle designed for use principally on public roads, which is not a "private passenger auto" and to which the liability coverage of this Coverage Form applies.

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

## PENNSYLVANIA BASIC FIRST-PARTY BENEFIT

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### SCHEDULE

Benefits	Limit Of Insurance
<b>Medical Expense Benefits</b>	Up to \$5,000 per insured

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

#### A. Coverage

We will pay the Basic First-party Benefit in accordance with the "Act" to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto".

#### BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First-party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

1. Care;
2. Recovery; or
3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury". If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury", medical expenses will be paid without limitation as to the time such further expenses are incurred.

#### B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Any person while "occupying" a covered "auto".
4. Any person while not "occupying" an "auto" if injured as a result of an "accident" in Pennsylvania involving a covered "auto".

If a covered "auto" is parked and unoccupied, it is not an "auto" involved in an "accident" unless it was parked in a manner as to create an unreasonable risk of injury.

### **C. Exclusions**

We will not pay First-party Benefits for "bodily injury":

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
  - a. You; or
  - b. Any "family member".
5. Sustained by any person who, at the time of the "accident":
  - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act"; or
  - b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:
  - a. You; or
  - b. Any "family member".
8. Sustained by any person while "occupying":
  - a. A recreational vehicle designed for use off public roads; or
  - b. A motorcycle, moped or similar type vehicle.

### **9. Arising directly or indirectly out of:**

- a. A discharge of a nuclear weapon (even if accidental);
  - b. War, including undeclared or civil war;
  - c. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - d. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
10. From or as a consequence of the following whether controlled or uncontrolled or however caused:
    - a. Nuclear reaction;
    - b. Radiation; or
    - c. Radioactive contamination.

### **D. Limit Of Insurance**

1. Regardless of the number of covered "autos", premiums paid, claims made, "autos" involved in the "accident" or insurers providing First-party Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or in the Declarations.
2. Any amount payable under First-party Benefits shall be excess over any sums paid, payable or required to be provided under any workers' compensation law or similar law.

### **E. Changes In Conditions**

The Conditions are changed for First-party Benefits as follows:

1. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.
2. The following conditions are added:

#### **Nonduplication Of Benefits**

No person may recover duplicate benefits for the same expenses or loss under this or any other similar automobile coverage including self-insurance.

### Priorities Of Policies

We will pay First-party Benefits in accordance with the order of priority set forth by the "Act". We will not pay if there is another insurer at a higher level of priority. The "First" category listed below is the highest level of priority and the "Fourth" category listed below is the lowest level of priority. The priority order is:

<b>First</b>	The insurer providing benefits to the "insured" as a named insured.
<b>Second</b>	The insurer providing benefits to the "insured" as a "family member" who is not a named insured under another policy providing coverage under the "Act".
<b>Third</b>	The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident".
<b>Fourth</b>	The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is: <ul style="list-style-type: none"><li>a. Not "occupying" an "auto"; and</li><li>b. Not provided First-party Benefits under any other policy.</li></ul>

If two or more policies have equal priority within the highest applicable number in the priority order:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible;
2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit shown in the Schedule or Declarations;

3. The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim. If contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and
4. The maximum recovery under all policies shall not exceed the amount payable under the policy with the highest dollar limit of benefits.

### F. Additional Definitions

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
  - a. By muscular power; or
  - b. On rails or tracks.
2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
  - a. Related to you by blood, marriage or adoption; or
  - b. A minor in your custody or in the custody of any other "family member".
4. "Occupying" means in, upon, getting in, on, out or off.

**LIMITED BENEFITS**  
**THIS ENDORSEMENT PROVIDES COVERAGE ONLY FOR**  
**MEDICAL EXPENSE.**

**WARNING**

**YOU SHOULD BE AWARE THAT EXTRAORDINARY MEDICAL BENEFITS COVERAGE DOES NOT APPLY TO THE FIRST \$100,000 OF MEDICAL EXPENSE INCURRED BY ANY INSURED. YOU CAN AVOID HAVING TO PAY SOME OF YOUR OWN MEDICAL BILLS BY PURCHASING THE ADDED FIRST-PARTY BENEFITS COVERAGE WITH A MEDICAL EXPENSE BENEFIT LIMIT OF \$100,000.**

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

**PENNSYLVANIA**  
**EXTRAORDINARY MEDICAL BENEFITS COVERAGE**

This endorsement modifies insurance provided under the following:

**PENNSYLVANIA BASIC FIRST-PARTY BENEFIT**

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

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

**Named Insured:**

**Endorsement Effective Date:**

The provisions of the Basic First-Party Benefit Endorsement apply unless modified by this endorsement.

**SCHEDULE**

<b>Benefit</b>	<b>Limit Of Liability (Per 'Insured')</b>
<b>"Medical Expense" Benefit</b>	<b>Up To 100,000</b>

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

## A. Coverage

The **Coverage** provision in the Basic First-party Benefit endorsement is deleted for this endorsement and replaced by the following, to apply only to this coverage:

We will pay "medical expense" benefits in accordance with the "Act" up to the limit shown in the Schedule to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto". Regardless of whether you have purchased Basic, Added or Combination First-party Benefits Coverage under this Coverage Form, we will pay Extraordinary Medical Benefits Coverage only after \$100,000 has been incurred by any one "insured" for "medical expense" resulting from any one "accident".

## B. Exclusions

The exclusions in the Basic First-party Benefit endorsement apply to this endorsement. The following exclusion is added and applies only to this coverage:

We will not pay "medical expense" benefits for the first \$100,000 of "medical expense" incurred by an "insured" as a result of any "accident".

## C. Limit Of Insurance

The **Limit Of Insurance** provision in the Basic First-party Benefit endorsement is deleted for this endorsement and replaced by the following, to apply only to this coverage:

1. Regardless of the number of covered "autos", premiums paid, claims made, autos involved in the "accident" or insurers providing Extraordinary Medical Benefits Coverage, the most we will pay for "medical expense" benefits to or for an "insured" as a result of any one "accident" is the limit shown in the Schedule, subject to an annual limit of \$50,000 for each "insured". However, the annual limit of \$50,000 for each "insured" does not apply to "medical expense" incurred within 18 months from the date the "insured" incurs \$100,000 of "medical expense" as a result of the "accident".
2. Any amounts payable under this endorsement shall apply over and above any amounts available to an "insured" for "medical expense" under Basic, Added or Combination First-party Benefits provided in accordance with the "Act".

3. If an "insured" who is eligible for Extraordinary Medical Benefits Coverage is also eligible for benefits under the Catastrophic Loss Trust Fund, the total recovery under Extraordinary Medical Benefits Coverage and the Catastrophic Loss Trust Fund combined shall not exceed \$1,000,000. However, the total amount payable under Extraordinary Medical Benefits Coverage, under this endorsement, shall not exceed the amount shown in the Schedule or in the Declarations.

4. Any amount payable under Extraordinary Medical Benefits Coverage shall be excess over any amount paid, payable or required to be provided under any workers' compensation law or similar law.

## D. Changes In Conditions

The Conditions are changed for Pennsylvania Extraordinary Medical Benefits Coverage as follows:

1. Paragraph **2.b. of Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:

(6) Submit proof when required by us that at least \$100,000 in "medical expense" has been incurred as a result of any one "accident" by an "insured" seeking coverage under this endorsement.

2. The following condition is added:

### Structured Settlements

Where it appears the payment of "medical expense" benefits in the form of a structured settlement will be both cost effective to us and in the best interest of an "insured", we and any "insured" may make an agreement that is mutually satisfactory as respects timing and amounts of payments under Extraordinary Medical Benefits Coverage. This may include annuities or other long-term payment arrangements.

## **E. Additional Definitions**

As used in this endorsement:

1. "Medical expense" means reasonable and necessary medical expenses incurred as a result of an "accident" for an "insured's":
  - a. Care;

**b. Recovery; or**

**c. Rehabilitation.**

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

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

## **TEXAS PERSONAL INJURY PROTECTION ENDORSEMENT**

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

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### SCHEDULE

<b>Limit Of Insurance (Each Insured)</b>	<b>Premium</b>
\$ 2,500	INCL

**Description Of Covered Autos** (Check appropriate box.):

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Any "auto" owned by you   |
| <input type="checkbox"/>            | Any private passenger "auto" owned by you   |
| <input type="checkbox"/>            | Any motor vehicle to which are attached dealer's license plates issued to you   |
| <input type="checkbox"/>            | Any motor vehicle designated in the Declarations of the policy by the letters P.I.P. and a motor vehicle the ownership of which is acquired during the policy period by you as a replacement therefor |

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

#### **A. Coverage**

We will pay Personal Injury Protection benefits because of "bodily injury" resulting from a motor vehicle "accident" and sustained by a person "insured". Our payment will only be for "losses" or expenses incurred within three years from the date of the "accident".

Personal Injury Protection benefits consist of:

1. Necessary expenses for medical and funeral services.
2. 80% of an "insured's" loss of income from employment. These benefits apply only if, at the time of the "accident", the "insured":
  - a. Was an income producer; and

- b. Was in an occupational status.

These benefits do not apply to any "loss" after the "insured" dies.

Loss of income is the difference between:

- a. Income which would have been earned had the "insured" not been injured; and
  - b. The amount of income actually received from employment during the period of disability.

If the income being earned as of the date of the "accident" is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the "accident" shall be used.

- 3. Reasonable expenses incurred for obtaining services. These services must replace those an "insured" would normally have performed:
  - a. Without pay;
  - b. During a period of disability; and
  - c. For the care and maintenance of the family or household.

These benefits apply only if, at the time of the "accident", the "insured":

- a. Was not an income producer; and
  - b. Was not in an occupational status.

These benefits do not apply to any "loss" after the "insured" dies.

## B. Who Is An Insured

- 1. You or any "family member" while "occupying" or when struck by any "auto".
- 2. Anyone else "occupying" a "covered auto" with your permission.

## C. Exclusions

We will not provide Personal Injury Protection Coverage for any person for "bodily injury" sustained:

- 1. In an "accident" caused intentionally by that person.
- 2. By that person while in the commission of a felony.
- 3. By that person while attempting to elude arrest by a law enforcement official.
- 4. While "occupying" or when struck by, any motor vehicle (other than a "covered auto") which is owned by you.

- 5. By a "family member" while "occupying" or when struck by any motor vehicle (other than a "covered auto") which is owned by a "family member".

## D. Limit Of Insurance

Regardless of the number of owned "covered autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" in any one "accident" is the limit of Personal Injury Protection shown in the Schedule or in the Declarations.

## E. Changes In Conditions

The Conditions of the policy are changed for Personal Injury Protection as follows:

- 1. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

However, our rights only apply against a person causing or contributing to the "accident" if, on the date of the "loss", the minimum limits required by Texas law have not been established for a motor vehicle involved in the "accident" and operated by that person.

- 2. The reference in the **Other Insurance Condition** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form to "other collectible insurance" is replaced by the following:

If there is other Personal Injury Protection Insurance, we will pay only our share. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible Personal Injury Protection Insurance.

- 3. The following conditions are added:

### a. Payment Provision

Loss Payments benefits are payable:

- (1) Not more frequently than every two weeks; and
- (2) Within 30 days after satisfactory proof of claim is received.

### b. Assignment Of Benefits

Payments for medical benefits will be paid directly to a physician or other health care provider if we receive a written assignment signed by the covered person to whom such benefits are payable.

## **F. Additional Definitions**

The following are added to the **Definitions** section and have special meaning for Personal Injury Protection:

- 1.** "Covered auto" means an "auto":
  - a.** Owned or leased by you; or
  - b.** While temporarily used as a substitute for an owned "covered auto" that has been withdrawn from normal use because of its breakdown, repair, servicing, "loss" or destruction.

Covered Autos Liability Coverage of this policy must apply to the "covered auto".

"Covered auto" includes "autos" (described in Paragraphs **a.** and **b.** above) for which Personal Injury Protection Coverage has not been rejected in writing.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL INJURY PROTECTION COVERAGE - MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

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

The benefits under this coverage are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the "accident."

**A. Coverage**

We will pay the benefits described below to an insured injured or killed in an auto "accident." Benefits are paid only for expenses or losses actually incurred within two years after the "accident."

We will pay three kinds of benefits:

**1. Medical Expenses**

We will pay all reasonable expenses incurred as a result of the "accident" for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing and funeral expenses.

**2. Lost Wages**

If an injured person is out of work because of the "accident," we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the "accident." We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the "accident," we will pay up to 75% of the amount he or she actually lost in earning power as a result of the "accident." Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this insurance and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an "accident." In that case, we will pay for lost wages resulting from any other illness or injury that person has within one year of our last payment. The exact amount of our payment under this paragraph will be determined by Massachusetts law.

### 3. Replacement Services

We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

## B. Who Is An Insured

1. You, and, if the form of your business under Item One of the Declarations is shown as an individual, anyone living in your household while:
  - a. "Occupying" a covered "auto;"
  - b. "Occupying" an auto which does not have Massachusetts Compulsory Auto Insurance; or
  - c. A "pedestrian" struck by an auto which does not have Massachusetts Compulsory Auto Insurance.
2. Any other person while:
  - a. "Occupying" a covered "auto" with your consent;
  - b. A pedestrian injured by a covered "auto" in Massachusetts or any Massachusetts resident who, while a pedestrian, is struck by a covered "auto" outside of Massachusetts.

## C. Exclusions

This coverage does not apply to:

1. Anyone who, at the time of the "accident," was operating or "occupying" a motorcycle or any motor vehicle not subject to motor vehicle registration.
2. Anyone who contributed to his or her injury by operating an auto:
  - a. While under the influence of alcohol, marijuana, or a narcotic drug.
  - b. While committing a felony or seeking to avoid arrest by a police officer.
  - c. With the specific intent of causing injury to himself, herself or others.
3. Anyone who is entitled to workers' compensation benefits for the same injury.

## D. Limit Of Insurance

For any one "accident," we will pay as many people as are injured, but the most we will pay for all benefits to any one person is \$8,000. This is the most we will pay as the result of a single "accident" no matter how many covered "autos" or premiums are shown on the Declarations. Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization, partnership or corporation to provide, pay for, or reimburse the cost of medical expenses. If so, we will pay up to \$2,000 of medical expenses for any injured person. We will also pay medical expenses in excess of \$2,000 for such injured person which will not be paid by a medical expense provider. In either case, our total payment for medical expenses, lost wages and replacement services will not exceed \$8,000.

#### E. Additional Conditions

The Conditions of the Policy are Changed for Personal Injury Protection Insurance by adding:

1. If the "accident" is in Massachusetts, or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time - usually 30 days. If the "accident" is outside of Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.
2. If anyone is entitled to Personal Injury Protection benefits and also to benefits under any other insurance provided by this policy, we will pay from this insurance first.
3. We will not pay Personal Injury Protection benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a settlement or court judgment.
4. If anyone covered under this policy is also entitled to Personal Injury Protection benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most. In that case, each insurer will pay only its proportionate share. We will not pay benefits under this insurance which duplicate payments made under the No-Fault coverage of any other auto policy.
5. We must be authorized to obtain medical reports and other records pertinent to the claim.
6. Within two years after an "accident," we may, at our option, pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone under this coverage who is unwilling or unable to pay such cost. Our payment will not

exceed the cost of renewing or continuing such policy for a period of two years after the "accident." Also, our payment will not operate to reduce the benefits otherwise payable under this coverage.

**F. Definitions**

The following definitions are added for Personal Injury Protection Coverage:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Pedestrian" includes anyone incurring bodily injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

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

## KANSAS PERSONAL INJURY PROTECTION

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

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

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

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

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

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### SCHEDULE

Benefits	Limits
<b>A. Medical Expenses</b>	Up to \$4,500
<b>B. Rehabilitation Expenses</b>	Up to \$4,500
<b>C. Work Loss</b>	\$900 per month maximum, up to one year maximum
<b>D. Essential Service Expenses</b>	Up to \$25 per day, up to 365 days maximum
<b>E. Funeral Expenses</b>	Up to \$2,000 per person
<b>F. Survivor's Loss</b>	\$900 per month maximum and \$25 per day essential service expenses, both up to 365 days maximum*

\* Survivor's loss shall be paid for a period not to exceed one year after the "insured's" death, less the number of months the "insured" received work loss prior to his or her death.

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

## A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Kansas Automobile Injury Reparations Act to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the ownership, operation, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses. All reasonable expenses incurred for necessary medical, surgical, X-ray and dental services, including prosthetic devices and necessary ambulance, hospital and professional nursing services, necessary health care rendered by licensed psychologists and also includes services recognized and permitted under the laws of Kansas for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with such person's religious beliefs.
2. Rehabilitation Expenses. All reasonable expenses incurred for necessary psychiatric or psychological services, occupational therapy and such occupational training and retraining as may be reasonably necessary to enable the "insured" to obtain suitable employment.
3. Work Loss. Loss during the "insured's" lifetime of "monthly earnings" due to such person's inability to engage in available and appropriate gainful activity, provided the "bodily injury" sustained is the proximate cause of such liability.
4. Essential Service Expenses. Appropriate and reasonable expenses incurred in obtaining ordinary and necessary services in lieu of those that, but for the "bodily injury", the "insured" would have performed for the benefit of such person or such person's family.
5. Funeral Expenses. Funeral, burial or cremation expenses incurred.
6. Survivor's Loss. Total allowances to all "survivors" for:
  - a. Loss after an "insured's" death of his or her "monthly earnings"; and
  - b. Essential service expenses incurred after the "insured's" death, reduced by the amount of any expenses of the survivors which have been avoided by reason of the "insured's" death.

## B. Who Is An Insured

1. You if you sustain "bodily injury" while "occupying" or as a pedestrian through direct physical contact with any "motor vehicle".
2. If you are an individual, any "family member" if the "family member" sustains "bodily injury" while "occupying" or as a pedestrian through direct physical contact with any "motor vehicle".
3. Any other person who sustains "bodily injury" while "occupying" the "insured motor vehicle" or as a pedestrian through direct physical contact with the "insured motor vehicle" while not "occupying" any "motor vehicle".

## C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by you or any "family member" while "occupying" any "motor vehicle" owned by you which is not a covered "auto".
2. Sustained by any person operating the covered "auto" without your express or implied consent.
3. Sustained by any person if such person:
  - a. Causes such "bodily injury" to him or herself intentionally;
  - b. Is an intentional converter of a "motor vehicle" at the time such "bodily injury" is sustained;
  - c. Is injured as a result of conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurred off the business premises; or
  - d. Is injured as a result of conduct in the course of loading or unloading a "motor vehicle" unless the conduct occurred while "occupying" such "motor vehicle".
4. Sustained by any person other than you if such person is the owner of a "motor vehicle" with respect to which security is required under the Kansas Automobile Injury Reparations Act.
5. Sustained by any person, other than you, injured while "occupying" or when struck by any "motor vehicle" other than a covered "auto", with respect to which the security required by the Kansas Automobile Injury Reparations Act is in effect.
6. Sustained by any person other than you or any "family member" not a resident of Kansas while not "occupying" the covered "auto".

#### **D. Limit Of Insurance**

Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by any one person in any one "motor vehicle accident" is limited as follows:

1. Medical Expenses shall not include rehabilitation expenses. The maximum amount payable shall not exceed \$4,500;
2. Rehabilitation Expenses shall not include medical expenses. The maximum amount payable shall not exceed \$4,500;
3. Work Loss shall not exceed:
  - a. \$900 per month for a period of no more than one year after the date the "insured" first becomes unable to engage in available and appropriate gainful activity; and
  - b. Shall be limited to 85% of any such work loss unless such amount payable is deemed includable in gross income for federal income tax purposes;
4. Essential Service Expenses incurred during the lifetime of the "insured" shall not exceed \$25 per day for a period not to exceed 365 days after the date such expenses are first incurred;
5. Funeral Expenses shall not exceed \$2,000;
6. Survivor's Loss shall not exceed \$900 per month for the loss of "monthly earnings" of the "insured" and shall not exceed \$25 per day for essential service expenses. All survivor's loss shall be paid for a period not to exceed one year after the "insured's" death, less the number of months the "insured" received work loss prior to his or her death.
7. Any amount payable by us under the terms of this coverage shall be reduced by the amount payable on account of such "bodily injury" under any workers' compensation law.

#### **E. Changes In Conditions**

The Conditions are changed for Personal Injury Protection as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:

- a. If an "insured" or such person's legal representative or "survivors" institute legal action to recover damages for "bodily injury", such person must as soon as practicable give us a copy of the summons and complaint or other process served in connection with the legal action.
  - b. The "insured" or someone on such person's behalf must as soon as practicable give us written proof of claim, including:
    - (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
    - (2) Such other information that will help us determine the amount due and payable.

No claim for personal injury protection benefits shall be made after two years from the date of the "bodily injury".

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

- a. In the event of recovery by the "insured", such person's dependents or personal representatives by judgment, settlement or otherwise against the party causing "bodily injury" pursuant to K.S.A. Supp. 40-3117, the "insured's" rights shall be transferred to us to the extent of duplicative Personal Injury Protection benefits provided to date of such recovery. We shall have a lien against such recovery and may intervene in any action to protect and enforce such lien. The amount of any judgment in any such action, settlement or recovery otherwise recovered by the "insured", such person's dependents or personal representatives prior to the completion of Personal Injury Protection benefits otherwise actually paid and recovered which is in excess of the amount of Personal Injury Protection benefits paid to the date of recovery of such judgment, settlement or recovery otherwise shall be credited against future payments of said Personal Injury Protection benefits.

- b.** In the event an "insured", such person's dependents or personal representative fails to commence an action against the party causing the "bodily injury" within 18 months after the date of the "accident" that resulted in injury, such failure shall operate as an assignment to us of any cause of action which the "insured", the dependents or personal representatives of such person may have against the party causing "bodily injury" for the purpose and to the extent of recovery of damages which are duplicative of Personal Injury Protection benefits. We may enforce the action in our name or that of the "insured", representatives or dependents of the "insured" for their benefit as their interest may appear by proper action in any court of competent jurisdiction.
  - c.** In the event of recovery pursuant to K.S.A. 60-258a, and amendments thereto, any rights transferred to us shall be reduced by the percentage of negligence attributable to the "insured".
  - d.** Pursuant to this section, the court shall fix attorneys' fees which shall be paid proportionately by the "insured", such person's dependents or personal representatives and us in the amounts determined by the court.
- 3. Concealment, Misrepresentation Or Fraud**  
does not apply.
- 4. Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:
- If two or more insurers or self-insurers are liable to pay Personal Injury Protection benefits for the same injury to any one "insured", the maximum recovery under all applicable policies will not exceed the amount payable under the policy with the highest dollar limits of benefits. Personal injury protection coverage shall be provided in accordance with the following order of priorities, under the policy providing the security required by the Kansas Automobile Injury Reparations Act to:

<b>Third</b>	The covered "auto", for injury sustained by a "family member" while "occupying" or when struck by any "motor vehicle" outside the state of Kansas, who is not a "named insured" under a separate policy.
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**5. The Policy Period, Coverage Territory**  
Condition is replaced by the following:

This Coverage Part applies only to "accidents" which occur during the policy period:

- a.** In the state of Kansas; and
- b.** With respect to the "named insured" or "family member", while "occupying" or when struck by any "motor vehicle", outside the state of Kansas but within the United States of America, its territories or possessions, or Canada.

**6. The following conditions are added:**

**Payment Of Benefits**

Personal Injury Protection benefits payable under this Coverage Form shall be overdue if not paid within 30 days after we are furnished written notice of the fact of a covered "loss" and the amount of the covered "loss". Work loss that is payable under this Coverage Form shall be paid not less than every two weeks after such notice. If such written notice is not furnished as to the entire claim, any partial amounts supported by written notice is overdue if not paid within 30 days after such written notice is furnished. Any part or all of the remainder of the claim that is subsequently supported by written notice is overdue if not paid within 30 days after such written notice is furnished to us. All overdue payments shall bear simple interest at the rate of eighteen percent (18%) per year.

**Coordination And Nonduplication**

- a.** Any "auto" medical payments coverage provided under this Coverage Part shall be excess insurance over any Personal Injury Protection benefits paid or payable under this or any other "auto" insurance policy because of "bodily injury" sustained by an "insured".
- b.** In the event that there is a conflict between the provisions of this endorsement and the provisions of the Coverage Form to which it is attached, the provisions of the Coverage Form are superseded by the provisions of this endorsement.

<b>First</b>	Any "motor vehicle" owned by the "insured";
<b>Second</b>	The "motor vehicle" the "insured" was "occupying" or struck by at the time of the "accident"; or

- c. Terms of this Coverage Form which are in conflict with the provisions of the Kansas Automobile Injury Reparations Act are hereby amended to conform to such law.

#### F. Additional Definitions

As used in this endorsement:

- 1. "Insured motor vehicle" means a "motor vehicle" of which the "named insured" is the owner and with respect to which:
    - a. The "bodily injury" Covered Autos Liability Coverage of the policy applies and for which a specific premium is charged; and
    - b. The "named insured" is required or has elected to maintain security required under the Kansas Automobile Injury Reparations Act.
  - 2. "Monthly earnings" means:
    - a. One-twelfth of the annual earnings, at the time the "bodily injury" was sustained, of an "insured" who is regularly employed or regularly self-employed;
    - b. One-twelfth of the anticipated annual earnings of an "insured" who is not regularly employed or self-employed, or who is unemployed, from the time such person would reasonably have been expected to be so employed. Anticipated annual earnings of an unemployed "insured" who has previously been employed or self-employed shall be calculated by averaging the annual compensation of such person for a period not to exceed five years preceding the year of such person's "bodily injury", during which such person was employed; or
  - c. With respect to Survivor's Loss in the event of death of an "insured" who was a social security recipient or a retirement or pension benefit recipient, or both, at the time of such "insured's" death, one-twelfth of the annual amount of the difference between the annual amount of social security benefits or retirement benefits, or both, which the "insured" was receiving at the time of such person's death and the annual amount of social security benefits or retirement benefits, or both, that the survivor is receiving after the time of such "insured's" death.
- 3. "Motor vehicle" means a self-propelled vehicle of a kind required to be registered in the state of Kansas including any trailer, semi-trailer, or pole trailer designed for use with such a vehicle; but shall not include a motorized bicycle.
  - 4. "Named insured" means the individual named in the Declarations and also includes such person's spouse, if a resident of the same household, and also includes the owner.
  - 5. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.
  - 6. "Occupying" means in or upon or entering into or alighting from.
  - 7. "Survivor" means a deceased "insured's" spouse, or child under the age of 18 years, where such person's death resulted from a "bodily injury".

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

## **TEXAS STATED AMOUNT INSURANCE**

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

The insurance provided by this endorsement is reduced by the following deductible(s):			
<b>Vehicle Number</b>	<b>Coverage</b>	<b>Limit Of Insurance And Deductible</b>	<b>Premium</b>
SEE SCHEDULE		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
<b>Total Premium</b>			\$

**NOTE:**

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limits Of Insurance and Deductible provisions which follow.

<b>Designation Or Description Of Covered "Autos"</b>		
<b>Vehicle Number</b>	<b>Model Year</b>	<b>Trade Name And Model</b>
SEE SCHEDULE		

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

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** For a covered "auto" described in the Schedule, **Physical Damage Coverage – Limit Of Insurance** is replaced by the following:

**Limit Of Insurance**

The most we will pay for any one "loss" to any one covered "auto" is the least of the following amounts:

1. The actual cash value of the damaged or stolen property as of the time of the "loss";
2. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
3. The Limit Of Insurance shown in the Schedule.

**C. Deductible**

For each covered "auto", our obligation to pay:

1. The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Schedule.
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Schedule.
3. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit Of Insurance shown in the Schedule.

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

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

## **CALIFORNIA AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

### **A. Coverage**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

### **B. Who Is An Insured**

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

### **C. Exclusions**

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

#### D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

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

#### E. Changes In Conditions

The **Conditions** are changed for Auto Medical Payments Coverage as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

#### F. Additional Definitions

As used in this endorsement:

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

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:** TRANSYSTEMS CORPORATION

**Endorsement Effective Date:**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT AGREEMENT WITH THE INSURED, THAT WAIVER OF SOBROGATION BE PROVIDED UNDER THE POLICY.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:** TRANSYSTEMS CORPORATION

**Endorsement Effective Date:**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

LYNX, IT'S OFFICERS, DIRECTORS, EMPLOYEES AND ASSIGNS ARE ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



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

## **OHIO UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE**

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

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

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

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

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### **SCHEDULE**

Limit Of Insurance:	\$ 7,500	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. Coverage**

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

**B. Exclusions**

This insurance does not apply to:

1. Any claim settled without our consent, if the settlement prejudices our right to recover payments.

2. The first \$250 of the amount of "property damage" to a covered "auto" as a result of any one "accident".
3. Any "insured" using a vehicle without a reasonable belief that the person is entitled to do so.
4. Any motor vehicle owned by you for which you have purchased collision coverage under this Coverage Form or any other Coverage Form or policy.
5. The owner or operator of the "uninsured motor vehicle" if such owner or operator cannot be identified.
6. The direct or indirect benefit of any insurer of the property.
7. Punitive or exemplary damages.
8. "Property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;

- b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" will be the lesser of \$7,500 or the actual cash value of your damaged "auto" at the time of the "accident".
2. Any amount payable under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible.
3. An adjustment for the depreciation and physical condition will be made in determining actual cash value at the time of "loss".

### D. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by the addition of the following:

The reference to "other collectible insurance" applies only to other collectible uninsured motorists coverage.

If this Coverage Part and any other Coverage Part or policy providing similar insurance applies to the same "accident", the maximum limit of insurance under all the Coverage Parts or policies shall be \$7,500.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

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

3. The following condition is added:

### Arbitration

- a.** If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

### E. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of a covered "auto". However, "property damage" does not include:
  - a.** Loss of use of a covered "auto"; or
  - b.** Damage to property owned by the "insured" while contained in a covered "auto".
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle:
  - a.** For which no liability bond or policy affording coverage for "property damage" applies at the time of the accident;
  - b.** For which an insuring or bonding company denies coverage or is or becomes insolvent.

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

- a.** Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- b.** Designed for use mainly off public roads while not on public roads.

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

## **TEXAS SUPPLEMENTARY DEATH BENEFIT**

This endorsement modifies insurance provided under the following:

AUTO MEDICAL PAYMENTS COVERAGE  
PERSONAL INJURY PROTECTION COVERAGE

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

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

**Named Insured:** TRANSYSTEMS CORPORATION

**Endorsement Effective Date:**

### **A. Coverage**

We will pay under the provisions of personal injury protection insurance and/or auto medical payments insurance as afforded by this policy except as limited by this endorsement.

We will pay a supplementary death benefit equal to the limit shown for the coverages but not exceeding ten thousand dollars (\$10,000) per person because of death:

1. Caused by an "auto" "accident"; and
2. Sustained by an "insured" while wearing a "seat belt" or protected by an "airbag".

We will pay the benefit if death from an "auto" "accident" occurs within three years of the date of such "accident".

### **B. Proof Of Claim For Death Benefit**

The "beneficiary" must furnish us with proof of death of the "insured", accompanied by a police report or other suitable proof, that the "insured" at the time of the "auto" "accident" was wearing a "seat belt" or protected by an "air bag".

### **C. Other Insurance**

Any amounts payable under the supplementary death benefit shall not be reduced by any other amounts paid or payable under this policy.

### **D. Additional Definitions**

The following are added to the **Definitions** section and have special meaning for Supplementary Death Benefit:

1. "Insured" as used in this endorsement means the same persons who are covered under auto medical payments insurance and/or personal injury protection insurance.
2. "Seat belt" means manual or automatic safety belts or seat and shoulder restraints or a child restraint device.
3. "Airbag" is a functioning airbag designed to protect the occupant of a seat in an "auto".
4. "Beneficiary" means (in order of priority of payment):
  - a. The surviving spouse if a resident in the same household as the deceased at the time of the "accident"; or
  - b. If the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the "accident"; or
  - c. The estate of the deceased.



# Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

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

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
  - b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
  - c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
  - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### **C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

### **D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions of Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions of Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

### **E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

#### **Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

### **F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

### **G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

### **H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

#### **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

## I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

### Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

## J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a. of Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c. of Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

## **K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

## **L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

## **M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

## **N. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

## **O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

## P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

## Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

## R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

## S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

## T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

## **U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## **V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a. of Section III – Physical Damage Coverage** is replaced by the following:

### **4. Coverage Extensions**

#### **a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

## **W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

## **X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Uninsured And Underinsured Motorists Coverage - Symbol 7 Or Symbol 67



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.

Named Insured / Mailing Address:

Producer:

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

This endorsement modifies insurance provided under the:

### BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

Solely with respect to Uninsured Motorists and Underinsured Motorists coverages, **Symbol 7** in Paragraph A. of Section I - **Covered Autos** of the Business Auto Coverage Form or **Symbol 67** in Paragraph A. of Section I - **Covered Autos** of the Motor Carrier Coverage Form is replaced by the following:

7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations with a Liability Premium.
67	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations with a Liability Premium.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Who Is An Insured Amendment – Broad Form



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

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

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

1. The following is added to the **Who Is An Insured** Provision of **Section II - Covered Autos Liability Coverage**:

### A. Broadened Named Insured

1. Any organization of yours that has been acquired or formed prior to this policy period (other than a partnership, limited liability company or joint venture) but is not shown in the Declarations as of the effective date of this Coverage Form, will nevertheless qualify as a Named Insured if:
  - a. You maintain an ownership interest of more than 50% of such organization; and
  - b. Such organization has been incorporated or organized under the laws of the United States of America (including any state thereof), its territories or possessions.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the current policy period.

2. However, regardless of the provisions of Paragraph 1. above, no such organization will qualify as a Named Insured under this Coverage Form if the organization:
  - a. Was newly acquired or formed by you in the preceding policy period in which we provided coverage, but was not reported to us before the end of that preceding policy period;
  - b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Form; or
  - c. Would be an insured under another policy, regardless of coverage termination or the exhaustion of its limits of insurance.

### B. Newly Acquired or Formed Organizations as Named Insureds

1. **Newly Acquired Or Formed Organizations Other Than Partnerships, Joint Ventures or Limited Liability Companies**

Any organization you newly acquire or form during this policy period (other than a partnership, limited liability company or joint venture) will qualify as a Named Insured if:

1. a. You have an ownership interest of more than 50% in such organization; and
1. b. Such organization has been incorporated or organized under the laws of the United States of America (including any state thereof), its territories or possessions.

Each newly acquired or formed organization shall remain qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the current policy period.

2. However, regardless of the provisions of Paragraph 1. above:
  - a. No such organization will qualify as a Named Insured under this Coverage Form if the organization:
    - (1) Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Form; or
    - (2) Would be an insured under another policy, regardless of coverage termination or the exhaustion of its limits of insurance; and
  - b. Coverage will be afforded to any such organization qualifying as a Named Insured only until the end of this policy period if the organization is not reported to us during this policy period.
3. **Newly Formed Partnerships, Limited Liability Companies, or Joint Ventures**

Any partnership, limited liability company or joint venture you newly form during this policy period, where:

  - a. You maintain an ownership interest;
  - b. As respects any joint venture, you have agreed in the Joint Venture Agreement to name the joint venture as a Named insured to your policy; and
  - c. Such partnership, limited liability company or joint venture has been organized under the laws of the United States of America (including any state thereof), its territories or possessions,

will qualify as a Named Insured, provided no other similar insurance was purchased for the partnership, limited liability company or joint venture. However, coverage under this provision is afforded only until the 90<sup>th</sup> day after you form the partnership, limited liability company or joint venture, or the end of the policy period, whichever is earlier, if the organization is not reported to us during this policy period.
4. With regard to Paragraphs 1. and 3. above, the following additional provision applies:

No coverage shall apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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

## **AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

### **A. Coverage**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

### **B. Who Is An Insured**

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

### **C. Exclusions**

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

#### **D. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

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

#### **E. Changes In Conditions**

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

#### **F. Additional Definitions**

As used in this endorsement:

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

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:** TRANSYSTEMS CORPORATION

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

LYNX, ITS OFFICERS, DIRECTORS, EMPLOYEES AND ASSIGNS ARE ADDITIONAL  
INSUREDS WHERE REQUIRED BY WRITTEN CONTRACT.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:** TRANSYSTEMS CORPORATION

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

THE CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR APPOINTED  
OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:** TRANSYSTEMS CORPORATION

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

MCCLAIN & CO, INC

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:** TRANSYSTEMS CORPORATION

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:** TRANSYSTEMS CORPORATION

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

CSX TRANSPORTATION, INC.  
500 WATER ST.  
15TH FL.  
JACKSONVILLE, FL 32202

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

## **RENTAL REIMBURSEMENT COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

<b>Named Insured:</b>	TRANSYSTEMS CORPORATION
<b>Endorsement Effective Date:</b>	

### SCHEDULE

<b>Coverage</b>	<b>Designation Or Description Of Covered "Autos" To Which This Insurance Applies</b>	<b>Maximum Payment Each Covered "Auto"</b>			<b>Premium</b>
		<b>Any One Day</b>	<b>No. Of Days</b>	<b>Any One Period</b>	
Comprehensive		\$ 20	30	\$ 600	INCL
Collision		\$ 20	30	\$ 600	INCL
Specified Causes Of Loss					
<b>Total Premium</b>					INCL

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

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.
- B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred.
  - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

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

## **LOSS PAYABLE CLAUSE**

This endorsement modifies insurance provided under the following:

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

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

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.

- D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RESTRICTION OF PERSONAL INJURY PROTECTION  
FOR EMPLOYERS SUBJECT TO THE  
MASSACHUSETTS WORKERS' COMPENSATION ACT  
MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

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

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

You paid a reduced premium for Personal Injury Protection Coverage because you certified that your covered "auto" would be used only in your business and only to carry your "employees" and that you have and will continue to have a Massachusetts Workers' Compensation Policy during the period of this policy.

You must reimburse us for any payment we make under this policy for any accident, claim, or lawsuit because of the failure to comply with the terms of your certification.

Accepted on \_\_\_\_\_

By \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RATE MODIFICATION - MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

The premiums for any coverage eligible for rate modification may be adjusted by any modifications from Rating Plans promulgated by or filed with the Commissioner of Insurance. Premium adjustment will be made from the effective date of the modifications.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LOSS OF USE/RENTAL REIMBURSEMENT COVERAGE  
MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

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

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

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

Endorsement Effective Date:	
Named Insured:	

**SCHEDULE**

Auto No.	Designation or Description of Covered "Auto" to Which This Insurance Applies	Maximum Payment Each Covered "Auto"			Premium
		Any One Day	No. of Days	Any One Period	
MA	27	15 LIGHT TRUCKS	20	30	\$ 600
					\$ 50
Total Premium					\$ 50

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

- A. We will reimburse you in the event of loss to a covered auto for expenses incurred for the rental, not including any mileage or gasoline charges, of a substitute auto of equivalent type and purpose, including taxicabs, buses, and other means of transportation.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - 1. The number of days reasonably required to repair or replace the covered auto.
  - 2. The number of days in the schedule.

- C. Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred.
  - 2. The maximum payment stated in the schedule applicable to "any one day" or "any one period."
- D. This coverage does not apply while there are spare or reserve autos available to you for your operations.
- E. If loss results from the total theft of a covered auto of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Comprehensive Coverage or Specified Causes of Loss Coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **UNDERINSURED MOTORISTS COVERAGE - MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

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

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

**A. Coverage**

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "underinsured motor vehicle." The damages must result from "bodily injury" sustained by the insured caused by an "accident." The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle."

**B. Who Is An Insured**

- a. You, while "occupying" a covered "auto," while "occupying" an "auto" you do not own, or if injured, as a "pedestrian."
- b. If the form of your business under Item One of the Declarations is shown as an individual, any "household member," while "occupying" a covered "auto," while "occupying" an "auto" not owned by you, or if injured, as a "pedestrian."

If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any "household member" who has a Massachusetts auto policy of his or her own, or who is covered by a Massachusetts auto policy of another "household member" providing underinsured auto insurance with higher limits.

- c. Anyone else while "occupying" a covered "auto." We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by a Massachusetts auto policy of any "household member" providing underinsured auto coverage.
- d. Anyone else for damages he or she is entitled to recover because of injury to a person under this coverage.

If you are injured while "occupying" a covered "auto" and you have two or more "autos" insured with us with different limits, we will only pay up to the limits shown on the Declarations for the "auto" you are "occupying" when injured.

If you are injured as a "pedestrian" or while "occupying" an "auto" you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

#### C. **Exclusions**

This insurance does not apply to any of the following:

1. Any "household member" if struck by or while "occupying" an auto owned by that "household member" which does not have Massachusetts Compulsory Auto Insurance.
2. Anyone injured while using an auto without the consent of the owner.
3. The direct or indirect benefits of any insurer or self-insurer under a workers' compensation law or any similar law.

#### D. **Limits Of Insurance**

1. We will reduce the damages an injured person is entitled to recover by:
  - a. The total amount collected from the automobile bodily injury liability insurance covering the legally responsible owners and operators of all insured autos.
  - b. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damages for bodily injury.
  - c. The amount paid under a workers' compensation law or similar law.
  - d. Any expenses that are payable or would have been payable except for a deductible under the PIP coverage of this policy or any other Massachusetts auto policy.
2. If only one person sustains bodily injury, we will pay any unpaid damages up to the difference between the total amount collected from the automobile bodily injury liability insurance covering the legally responsible owners and operators of all insured autos and the "per person" limit shown for this Coverage on the Declarations. This is the most we will pay for injuries to one or more persons as the result of bodily injury to any one person in any one accident.
3. If two or more people sustain bodily injury and are insured under this Coverage, we will pay any unpaid damages up to the difference between the automobile bodily injury liability insurance "per accident" limit covering the legally responsible owners and operators of all insured autos and the "per accident" limit shown for this Coverage on the Declarations. This is the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one accident.

4. The determination as to whether an injured person is legally entitled to recover damages from the legally responsible owners or operators of all insured autos will be by agreement between us and the injured person. The amount of damages, if any, will be determined in the same way. Arbitration will be used if no agreement can be reached.
5. The limits of two or more autos or policies shall not be added together, combined, or stacked, to determine the limits of insurance available to anyone insured under this Coverage, regardless of the number of "autos" involved, persons covered, claims made, or premiums shown on the Declarations.
6. We will not make payments under this Part which duplicate payments under the underinsured auto insurance of any other auto policy.

#### **E. Changes In Conditions**

The conditions are changed for Underinsured Motorists Coverage as follows:

1. Other Insurance is deleted.
2. Two Or More Coverage Forms Or Policies Issued By Us is deleted.

#### **F. Additional Conditions**

The following conditions are added for Underinsured Motorists Coverage:

##### **1. Arbitration**

If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "underinsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

##### **2. Settlement or Judgment**

If an injured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

#### **G. Additional Definitions**

As used in this endorsement:

1. "Accident" means an unexpected, unintended event that causes bodily injury arising out of the ownership, maintenance or use, including the loading or unloading of an "auto."

2. "Household member" means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Underinsured motor vehicle" means an "auto" for which the limits for automobile bodily injury liability insurance covering the owner and operator of the auto are:
  - a. Less than the limits shown for this coverage on the Declarations; and
  - b. Not sufficient to pay for the damages sustained by the injured person.

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

## **EMPLOYEES AS INSUREDS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

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

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

## **STATED AMOUNT INSURANCE**

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

The insurance provided by this endorsement is reduced by the following deductible(s):			
<b>Vehicle Number</b>	<b>Coverage</b>	<b>Limit Of Insurance And Deductible</b>	<b>Premium</b>
SEE SCHEDULE		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
<b>Total Premium</b>			<b>\$</b>

**NOTE:**

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limits Of Insurance and Deductible provisions which follow.

<b>Designation Or Description Of Covered "Autos"</b>		
<b>Vehicle Number</b>	<b>Model Year</b>	<b>Trade Name And Model</b>
SEE SCHEDULE		

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

**A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".

**B.** For a covered "auto" described in the Schedule, **Physical Damage Coverage – Limits Of Insurance** is replaced by the following:

### **Limits Of Insurance**

1. The most we will pay for any one "loss" to any one covered "auto" is the least of the following amounts:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
  - c. The Limit Of Insurance shown in the Schedule.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

### **C. Deductible**

1. For each covered "auto", our obligation to pay:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Schedule;
  - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or
  - c. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit Of Insurance shown in the Schedule.
2. Any Comprehensive Coverage Deductible shown in the Schedule does not apply to "loss" caused by fire or lightning.

# California Auto Body Repair Consumer Bill of Rights

## A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY MAY NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING SERVICES. UNLESS THE INSURANCE COMPANY HAS PROVIDED AN INSURED WITH THE NAME OF A SPECIFIC TOWING COMPANY PRIOR TO THE INSURED'S USE OF ANOTHER TOWING COMPANY, THE INSURANCE COMPANY MUST PAY ALL REASONABLE TOWING CHARGES OF THE TOWING COMPANY USED BY THE INSURED.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.

## COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (800) 952-5210  
California Department of Consumer Affairs  
Bureau of Automotive Repair  
10240 Systems Parkway  
Sacramento, CA 95827

The Bureau of Automotive Repair can also accept complaints over its web site at: [www.autorepair.ca.gov](http://www.autorepair.ca.gov)

## COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-HELP or (213) 897-8921  
California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at: [www.insurance.ca.gov](http://www.insurance.ca.gov)



## **IMPORTANT NOTICE**

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### **Texas Automobile Burglary and Theft Prevention Authority Pass – Through Fee**

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NOTICE: A fee of \$ INCL. is payable in addition to the premium due under this policy. This fee partially or completely reimburses the insurer, as permitted by 28 TAC section 5.205, for the \$2.00 fee per motor vehicle year required to be paid to the Automobile Burglary and Theft Prevention Authority under Vernon's Annotated Revised Civil Statutes of the State of Texas, Article 4413(37), section 10, which was effective on June 6, 1991, and revised effective September 1, 2011.

# 2010 Commercial Auto Multistate Forms Revision

## Advisory Notice To Policyholders



This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The areas within the policy that broaden, reduce or reinforce coverage are highlighted below. This notice does not reference every change, including editorial changes, made in your policy.

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### COVERAGE FORMS

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#### BROADENINGS OF COVERAGE

##### REVISION TO AUDIO, VISUAL OR DATA ELECTRONIC EQUIPMENT COVERAGE

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

**CA 00 05 – Garage Coverage Form**

**CA 00 10 – Business Auto Physical Damage Coverage Form**

**CA 00 20 – Motor Carrier Coverage Form**

Coverage is being extended for ALL electronic equipment that is permanently installed in or upon locations that are normally used by the auto manufacturer, and that reproduces, receives or transmits audio, visual or data signals and which is powered solely from the vehicle's electrical system. This coverage is similarly extended to electronic equipment that is removable from a housing unit, which is permanently installed in or upon locations that are normally used by the auto manufacturer.

For electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in or upon locations of a covered auto **other than** those normally used by the auto manufacturer for the installation of such equipment, coverage will be provided up to a limit of \$1,000. However, this limit may be increased by attaching optional Endorsement **CA 99 60**.

#### REDUCTIONS OF COVERAGE

##### REVISION TO AUDIO, VISUAL OR DATA ELECTRONIC EQUIPMENT COVERAGE

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

**CA 00 05 – Garage Coverage Form**

**CA 00 10 – Business Auto Physical Damage Coverage Form**

**CA 00 20 – Motor Carrier Coverage Form**

Equipment designed solely for the reproduction of sound, and accessories used with such equipment that is permanently installed in a covered auto, but not in or upon locations normally used by the auto manufacturer, will be subjected to a \$1,000 sublimit.