



## Policy Change Summary

**Member Name and Address:**

ELAINE D MATTRAZZO  
27 SHELDON DR  
BALLSTON LAKE, NY 12019

**Effective Date of Change:**

11/15/2023

**Policy Number:**

PA119184000

**Policy Period:**

11/14/2023 to 11/14/2024

11/13/2023

Dear PURE Member,

As requested, we have updated your PURE Private Fleet Auto policy. The changes are outlined below and a revised policy declaration is attached. Please review these changes carefully and contact your agent or PURE Member Services at 888-813-PURE(7873) with any questions. You can also email us at [service@pureinsurance.com](mailto:service@pureinsurance.com).

### Summary of Changes

**Billing Address:**

	Before	After
Policy Billing Address	N/A	27 SHELDON DR , BALLSTON LAKE, NY, 12019
Policy Billing Address	N/A	27 SHELDON DR , BALLSTON LAKE, NY, 12019

**Mailing Address:**

	Before	After
Policy Mailing Address	N/A	27 SHELDON DR , BALLSTON LAKE, NY, 12019
Policy Mailing Address	N/A	27 SHELDON DR , BALLSTON LAKE, NY, 12019

There are no premium changes associated with this request.

*Disclaimer: This notification is informational only. For detailed contractual information, please refer to your PURE policy documents.*



# Private Fleet Auto Policy

*Revised Declarations Effective 11/15/2023 to 11/14/2024*

## YOUR AGENT

MULTI STATE AGENCY  
454 Agent ave  
Suite 124  
New York, NY 10031  
774-348-1099  
28472300

Your Declarations summarizes your coverage and premium. Please read your policy, any attached forms and endorsements and your Declarations for a full description of your coverage.

## NAME & ADDRESS OF INSURED

**ELAINE D MATTRAZZO**  
27 SHELDON DR  
BALLSTON LAKE, NY 12019

Policy Number	<b>PA119184000</b>
Change Effective Date	<b>11/15/2023 To 11/14/2024 at 12:01 AM Standard Time</b>
Policy Term	<b>11/14/2023 To 11/14/2024 at 12:01 AM Standard Time</b>
Issuing Company	<b>Privilege Underwriters Reciprocal Exchange</b> 800 Corporate Drive, Suite 420 Fort Lauderdale, FL 33334 888-813-7873

## SUMMARY OF YOUR COVERED AUTOS

AUTO	YEAR	MAKE	VIN NUMBER	AGREED VALUE
1	2016	Fiat	<b>ZFBCFXDT9GP368609</b>	<b>\$13,150</b>

## DRIVERS

NAME	RELATION	LICENSE	STATE	DOB	SEX
<b>ELAINE D MATTRAZZO</b>	<b>Named Insured</b>	<b>On file with company</b>	<b>NY</b>	<b>09/28/1955</b>	<b>F</b>

# Private Fleet Auto Policy

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## ELAINE D MATTRAZZO

Policy Number **PA119184000**

Policy Tier **30**

### AUTO 1

Year/Make/Model

**2016 Fiat 500X**

Type

**Private Passenger**

VIN Number

**ZFBCFXDT9GP368609**

Customizing Equipment

**\$0**

Agreed Value

**\$13,150**

Garage Zip Code

**12019**

Estimated Annual Mileage

**4893**

Household Averaging Factor\*\*\*

**BI**

**PD**

**MP**

**PIP**

**Coll**

**OTC**

**1.456**

**1.456**

**1.036**

**1.456**

**1.344**

**1.19**

### COVERAGE

**LIMIT OF LIABILITY  
PER PERSON**

**LIMIT OF LIABILITY  
PER OCCURRENCE**

**DEDUCTIBLE**

**PREMIUM**

Bodily Injury & Property

**\$300,000**

**\$1,258**

Damage

Medical Payments

**\$1,000**

**\$10**

Basic Personal Injury

**\$50,000**

**\$0**

**\$161**

Protection (PIP)\*

Optional Basic Economic

**\$25,000**

**\$18**

Loss\*

Aggregate No-Fault Benefits

**\$50,000**

Available

Supplementary

**\$50,000**

**\$34**

Uninsured/Underinsured

Motorists(SUM)

Collision

**\$1,000**

**\$910**

Other Than Collision

**\$1,000 Full Glass**

**\$139**

Extended Towing and Labor

**\$350**

**\$20**

**Total**

**\$2,550**

# Private Fleet Auto Policy

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**ELAINE D MATTRAZZO**

Policy Number **PA119184000**

Policy Tier **30**

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## FORMS & ENDORSEMENTS

The following forms and endorsements are attached for this policy.

NAME	FORM NUMBER	EDITION DATE
<b>ID Card - 462089514879 - ZFBCFXDT9GP368609</b>	NYID	02/01/2011
<b>Endorsement Change Summary</b>	PURE-CHG	05/01/2012
<b>Declarations Page</b>	PFA-DEC-NY-001	04/01/2019
<b>New York Premium and Surcharge Notice</b>	PFA-DSC-NY-003	08/01/2016
<b>Private Fleet Auto Policy Index</b>	PFA-OTH-GEN-001	10/01/2019
<b>Private Fleet Automobile Policy</b>	PFA-PCF-GEN-001	10/01/2019
<b>Amendment of Private Fleet Automobile Provisions</b>	PFA-001-NY	06/01/2014
<b>Uninsured Motorist Coverage</b>	PFA-042-NY	06/01/2014
<b>Single Liability Limit</b>	PFA-007-NY	06/01/2008
<b>Personal Injury Protection</b>	PFA-002-NY	06/01/2014
<b>Optional Basic Economic Loss Coverage</b>	PFA-052-NY	06/01/2008
<b>Towing and Labor Costs Coverage</b>	PFA-011-GEN	01/01/2008
<b>Rental Vehicle Coverage</b>	PFA-067-NY	06/01/2008
<b>Full Coverage Window Glass</b>	PFA-062-NY	06/01/2008
<b>Notice of Availability of OBEL</b>	PFA-055-NY	08/01/2008
<b>Notice of Availability of SSL</b>	PFA-056-NY	08/01/2008
<b>Accident Prevention Course Discount Notice</b>	PFA-071-NY	09/01/2008
<b>Motor Vehicle Law Enforcement Fee Notice</b>	PFA-072-NY	05/01/2009
<b>Compulsory Insurance Warning</b>	PFA-073-NY	09/01/2008
<b>DUI Warning Notice</b>	PFA-074-NY	09/01/2008

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# Private Fleet Auto Policy

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**ELAINE D MATTRAZZO**

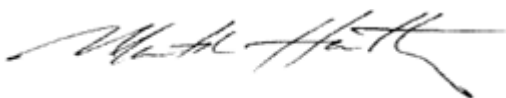
Policy Number      **PA119184000**

Policy Tier            **30**

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Prior Annual Premium	\$2,550
Revised Annual Premium	\$2,550
Motor Vehicle Law Enforcement Fees	\$10
Surplus Contribution	\$102
 Grand Total	 \$2,662

YOU WILL BE BILLED SEPARATELY FOR ANY PREMIUM DUE.



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Authorized Company Representative

**\* Refer to Endorsements PFA-002-NY - Personal Injury Protection Coverage - New York and PFA-052-NY - Optional Basic Economic Loss Coverage – NY for the maximum monthly work loss, other necessary expense per diem benefit, and death benefit.**

**\*\* The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.**



# New York Premium Discount and Surcharge Notice

**Company:** Privilege Underwriters Reciprocal Exchange

**Policy Number:** PA119184000

**Insured Vehicle:** 2016, Fiat, 500X, ZFBCFXDT9GP368609

Your annual premium of \$2,550 for the above vehicle already reflects the premium **discounts** below:

Premium Reduction Discount	\$ Amount	Premium Reduction Discount	\$ Amount
3 Years Clean	\$0	Passive Restraint	\$77
5 Years Clean	\$0	VIN Etching	\$0
Multi-Car	\$0	Vacation Use	\$0
Multi-Line	\$0	Daytime Running Lights	\$71
Anti-Theft Device	\$23	No-Fault Work Loss Reduction	\$0
Anti-Lock Brakes	\$71	Medical Expense Elimination	\$0

<b>Total Amount of Premium Reduction Discounts</b>	<b>\$241</b>
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Your vehicle premium above also already reflects the Household Averaging **discount/surcharge** below:

Household Averaging Factor	Household Averaging Factor Applied?
Primary Use Class (based on age, marital status and gender of each driver in the household)	Yes
Default Driver Class Discount (applies to households with more vehicles than drivers)	Yes
Good Student Discount	No
Driver Training Discount	No
Away at School Discount	No
Inexperienced Operator Surcharge	No
Accident Prevention Discount	No
ELAINE D MATTRAZZO, At-fault accident > \$2,000, 09/22/2021	Yes
<b>Household Averaging Discount/Surcharge</b>	<b>\$683</b>

Your premium for the vehicle listed above reflects a surcharge and, therefore, is higher than it otherwise would be because, during the measuring experience period which applied to your insurance, you had one or more chargeable accidents or chargeable traffic convictions under our Household Averaging Rating

**Plan.** The attached form PFA-DSC-NY-001 – Rating Information – New York provides a description of our Household Averaging Rating Plan and includes a list of events for which we may surcharge you and the circumstances under which surcharges may be removed or refunded. If you have any questions, you may contact your agent or call us at 888-813-PURE.

# **pure**® Private Fleet Auto Policy Index

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This policy is issued by Privilege Underwriters Reciprocal Exchange (PURE), a reciprocal insurance company. By purchasing this policy, you are a Subscriber to PURE. You are subject to the Subscriber's Agreement and Power of Attorney. This is a non-assessable policy consistent with section 629.261, Florida Statutes. The liability of the Subscriber to PURE is limited to the costs associated with the insurance policies only. This is a participating policy and you are entitled to dividends as may be declared by PURE. PURE may annually allocate a portion of surplus to subscriber savings accounts. Amounts allocated to subscriber savings accounts remain a part of PURE's surplus. They may be used to support the operations of PURE. Your right to the balance in the subscriber savings account is limited as set forth in the Subscriber's Agreement.

In witness whereof, we have caused this policy to be executed and attested, and if required by state law this policy shall not be valid unless countersigned by our authorized representative.



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Attorney-in-fact



## Private Fleet Automobile Policy

### AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

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### DEFINITIONS

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- A.** Throughout this policy, "you" and "your" refer to:
1. The "named insured" shown in the Declarations; and
  2. The spouse if a resident of the same household.
- If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:
1. The end of 90 days following the spouse's change of residency;
  2. The effective date of another policy listing the spouse as a named insured; or
  3. The end of the policy period.
- B.** "We", "us" and "our" refer to the Company providing this insurance.
- C.** For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
  2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

- D.** "Bodily injury" means bodily harm, sickness or disease, including death that results.
- E.** "Business" includes trade, profession or occupation.
- F.** "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- G.** "Occupying" means:
1. In;
  2. Upon; or
  3. Getting in, on, out or off.
- H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- I.** "Trailer" means a vehicle designed to be pulled by a:
1. Private passenger auto; or
  2. Pickup or van.
- It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** above.
- J.** "Your covered auto" means:
1. Any vehicle shown in the Declarations.
  2. A "newly acquired auto".
  3. Any "trailer" you own.
  4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
    - a. Breakdown;
    - b. Repair;
    - c. Servicing;
    - d. Loss; or
    - e. Destruction.

This Provision (**J.4.**) does not apply to Coverage For Damage To Your Auto.

- K.** "Newly acquired auto":
1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
    - a. A private passenger auto; or
    - b. A pickup or van, for which no other insurance policy provides coverage, that:
      - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and

- (2) Is not used for the delivery or transportation of goods and materials unless such use is:
  - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
  - (b) For farming or ranching.
- 2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
  - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.  
If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
  - b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
    - (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
    - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
  - c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
    - (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
    - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.
- L. "Collector auto" means any "classic vehicle", "exotic vehicle" or "antique vehicle" shown in the Declarations that is;
  - 1. maintained primarily for use in car club activities, parades, exhibitions, other functions of public interest or for a private collection; and
  - 2. used infrequently for other purposes.
- M. "Antique vehicle" means a vintage auto or motor cycle manufactured more than 25 years prior to the current year.. Antique vehicles are rarely driven and typically transported by trailer.
- N. "Classic vehicle" means a motor vehicle of limited production or availability, unique or rare design, and recognized for its aesthetic value. For purposes of this policy, a classic vehicle also includes a reproduction of a collector auto.
- O. "Exotic vehicle" means a motor vehicle that is less than 20 years old that has not been altered from its original factory specifications. Exotic vehicles are of unique design and are part of a limited production. An exotic vehicle's value is derived in part from its performance and the artistic nature of its bodywork and interior.

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## PART A - LIABILITY COVERAGE

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### INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
  - 1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
  - 2. Any person using "your covered auto".

3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision **(B.4.)** applies only if the person or organization does not own or hire the auto or "trailer".

#### **SUPPLEMENTARY PAYMENTS**

We will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

#### **EXCLUSIONS**

**A.** We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
  - a. Rented to;
  - b. Used by; or
  - c. In the care of;that "insured".  
This Exclusion **(A.3.)** does not apply to "property damage" to a residence or private garage.
4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion **(A.4.)** does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion **(A.5.)** does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
  - a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion **(A.6.)** does not apply to the ownership, maintenance or use of "your covered auto" by:
  - a. You;
  - b. Any "family member"; or
  - c. Any partner, agent or employee of you or any "family member".
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.6.**  
This Exclusion **(A.7.)** does not apply to the maintenance or use of a:
  - a. Private passenger auto;
  - b. Pickup or van; or
  - c. "Trailer" used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(A.8.)** does not apply to a "family member" using "your covered auto" which is owned by you.
9. For "bodily injury" or "property damage" for which that "insured":
  - a. Is an insured under a nuclear energy liability policy; or
  - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

**B.** We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:
  - a. Has fewer than four wheels; or
  - b. Is designed mainly for use off public roads.This Exclusion **(B.1.)** does not apply:
  - a. While such vehicle is being used by an "insured" in a medical emergency;
  - b. To any "trailer"; or
  - c. To any non-owned golf cart.
2. Any vehicle, other than "your covered auto", which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.
3. Any vehicle, other than "your covered auto", which is:
  - a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of any "family member".

However, this Exclusion **(B.3.)** does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
  - b. Furnished or available for the regular use of a "family member".
4. Any vehicle, while on or inside a facility designed for:
    - a. Racing;
    - b. Testing; or
    - c. Any other similar facility.

However, this Exclusion **(B.4.)** does not apply while the vehicle is entering or exiting the facility in **a.** to **c.** above.

**LIMIT OF LIABILITY**

- A.** The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part **B** or Part **C** of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

**OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A.** If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

- B.** No one will be entitled to duplicate payments for the same elements of loss.

**FINANCIAL RESPONSIBILITY**

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

## OTHER INSURANCE

If there is other applicable liability insurance 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 applicable limits. However, if other insurance is available under a policy or contract relating to the maintenance, selling, repairing, servicing, storing, or parking of motor vehicles, then any insurance we provide will be excess over that other insurance. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

## FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

If this policy is issued to a federal employee using an auto in government business, the following provision is added:

The following are not "insureds" under Part A:

1. The United States of America or any of its agencies.
2. Any person with respect to "bodily injury" or "property damage" resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the "bodily injury" or "property damage".

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## PART B – MEDICAL PAYMENTS COVERAGE

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### INSURING AGREEMENT

A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

B. "Insured" as used in this Part means:

1. You or any "family member":
  - a. While "occupying"; or
  - b. As a pedestrian when struck by;  
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

### EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of any "family member".However, this Exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
  - a. Private passenger auto;
  - b. Pickup or van; or
  - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);



- c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution.
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.
11. Sustained while "occupying" any vehicle while being operated and located on or inside a facility designed for:
- a. Racing;
  - b. Testing; or
  - c. Any other similar facility.

However, this Exclusion (11.) does not apply while the vehicle is entering or exiting the facility in **a.** to **c.** above.

#### **LIMIT OF LIABILITY**

- A.** The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
- 1. "Insureds";
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Declarations; or
  - 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
- 1. Part **A** or Part **C** of this policy; or
  - 2. Any Underinsured Motorists Coverage provided by this policy.

#### **OTHER INSURANCE**

If there is other applicable auto medical payments insurance 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 applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

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### **PART C – UNINSURED MOTORISTS COVERAGE**

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#### **INSURING AGREEMENT**

- A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
- 1. Sustained by an "insured"; and
  - 2. 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".
- Any judgment for damages arising out of a suit brought without our written consent is not binding on us.
- B.** "Insured" as used in this Part means:
- 1. You or any "family member".
  - 2. Any other person "occupying" "your covered auto".
  - 3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.
- C.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
- 1. To which no bodily injury liability bond or policy applies at the time of the accident.
  - 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
  - 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
    - a. You or any "family member";
    - b. A vehicle which you or any "family member" are "occupying"; or
    - c. "Your covered auto".
  - 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent.

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

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

#### **EXCLUSIONS**

- A.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
  - 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  - 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
  - 1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
  - 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion **(B.2.)** does not apply to a share-the-expense car pool.
  - 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(B.3.)** does not apply to a "family member" using "your covered auto" which is owned by you.
- C.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.
- D.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

#### **LIMIT OF LIABILITY**

- A.** The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Declarations; or
  - 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  - 1. Part **A** or Part **B** of this policy; or
  - 2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** 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 of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.

#### **OTHER INSURANCE**

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

- 1. 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 or excess basis.



2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this policy is provided:
  - a. 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 provided on a primary basis.
  - b. 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 provided on an excess basis.

#### **ARBITRATION**

- A. If we and an "insured" do not agree:
  1. Whether that "insured" is legally entitled to recover damages; or
  2. As to the amount of damages which are recoverable by that "insured";from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part 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.
- B. Each party will:
  1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- C. 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. A decision agreed to by at least two of the arbitrators will be binding as to:
  1. Whether the "insured" is legally entitled to recover damages; and
  2. The amount of damages.This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

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### **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

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#### **INSURING AGREEMENT**

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision" or other than "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:
  1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
  2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.
- B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object. Loss caused by the following is considered other than "collision":
  1. Missiles or falling objects;
  2. Fire;
  3. Theft or larceny;
  4. Explosion or earthquake;
  5. Windstorm;
  6. Hail, water or flood;
  7. Malicious mischief or vandalism;
  8. Riot or civil commotion;
  9. Contact with bird or animal; or
  10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

**C. "Non-owned auto" means:**

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member";
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction; or
3. Any vehicle you lease or rent for a period not greater than 90 days.

**TRANSPORTATION EXPENSES AND TEMPORARY EMERGENCY LIVING EXPENSES**

**A.** In addition, we will pay, without application of a deductible, up to a maximum of \$15,000 for reasonable additional expenses you incur for:

1. Transportation expenses, which includes the cost of a rental vehicle similar to the make, model and value of the auto that is damaged or stolen;
2. Meals, lodging and phone expenses if you are more than 50 miles from your closest residence; and
3. Expenses for which you become legally responsible in the event of a loss to a "non-owned auto".

We will pay for such expenses if the loss is caused by:

- (1) Other than "collision" only if Other Than Collision Coverage is provided for an auto on your Declarations; or
- (2) "Collision" only if Collision Coverage is provided for an auto on your Declarations, and

Covered under Part **D** of this policy.

**B.** Our payment will be limited to that period of time reasonably required to repair "your covered auto" or "non-owned auto".

In the event of a total loss, our payment will be limited to that period of time until we pay the loss.

**EXCLUSIONS**

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
  - a. Wear and tear;
  - b. Freezing;
  - c. Mechanical or electrical breakdown or failure; or
  - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

3. Loss due to or as a consequence of:
  - a. Radioactive contamination;
  - b. Discharge of any nuclear weapon (even if accidental);
  - c. War (declared or undeclared);
  - d. Civil war;
  - e. Insurrection; or
  - f. Rebellion or revolution.
4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
  - a. Radios and stereos;
  - b. Tape decks;
  - c. Compact disk systems;
  - d. Navigation systems;
  - e. Internet access systems;
  - f. Personal computers;
  - g. Video entertainment systems;
  - h. Telephones;

- i. Televisions;
- j. Two-way mobile radios;
- k. Scanners;
- l. Citizens band radios; or
- m. Personal media players.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

5. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (5.) does not apply to the interests of Loss Payees in "your covered auto".

6. Loss to:

- a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
- b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
  - (1) Cooking, dining, plumbing or refrigeration facilities;
  - (2) Awnings or cabanas; or
  - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (6.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
  - (1) Acquire during the policy period; and
  - (2) Ask us to insure within 14 days after you become the owner.

7. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.

8. Loss to equipment designed or used for the detection or location of radar or laser.

9. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

- a. Special carpeting or insulation;
- b. Furniture or bars;
- c. Height-extending roofs; or
- d. Custom murals, paintings or other decals or graphics.

This Exclusion (9.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

10. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

11. Loss arising out of the ownership, maintenance or use of "your covered auto" or "non-owned auto":

- a. During instruction, practice, preparation for, or participation in any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
- b. While located on or inside a facility designed for:
  - (1) Racing;
  - (2) Testing; or
  - (3) Any other similar facility.

This Exclusion (11.b) does not apply while "your covered auto" or "non-owned auto" is entering or exiting the facility in (1) to (3) above.

12. Loss to, or loss of use of, a "non-owned auto" rented by:

- a. You; or
- b. Any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

13. The actual or perceived loss in market or resale value of an auto which results from a direct or accidental loss.
14. Loss to a "collector auto" caused by insects, birds or vermin, inherent defect, dampness, mildew, mold, rot or rust, temperature extremes or gradual deterioration.
15. Loss to a "collector auto" caused by any repairing, renovating or refinishing process unless the process results in a fire or explosion. We will only pay for the damage caused by the fire or explosion.

#### **LIMIT OF LIABILITY**

**A.** Our limit of liability for loss will be the lesser of the:

1. The Agreed Value stated in the Declarations or, for any auto without an Agreed Value stated in the Declarations, the actual cash value of the stolen or damaged property;
2. Amount necessary to repair or replace the property with other property of like kind and quality without application of depreciation; or
3. \$1,500 for loss to any "Non-owned auto" that is a trailer.

However, our payment will be reduced by any amount paid for a previous loss to the same vehicle if the prior damage has not been repaired.

**B.** Any applicable deductible shown in the Declarations will reduce our payment for loss. In the event of a Total Loss, no deductible will apply. An auto will be considered a Total Loss when:

1. The costs of labor and parts to repair the auto plus the salvage value are greater than or equal to the Agreed Value;
2. The entire auto is stolen, not recovered and we offer to settle the loss; or
3. We deem it to be a Total Loss.

#### **PAYMENT OF LOSS**

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

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

#### **NO BENEFIT TO BAILEE**

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

#### **OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, 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 applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

#### **APPRAISAL**

**A.** If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the 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:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

**B.** We do not waive any of our rights under this policy by agreeing to an appraisal.

#### **FULL GLASS COVERAGE**

We will pay under Other Than Collision Coverage for the cost of repairing or replacing the damaged windshield on "your covered auto" without a deductible. We will pay only if the Declaration indicates that Other Than Collision Coverage applies.

#### **MULTIPLE POLICY DEDUCTIBLES**

If a loss caused by the same occurrence is covered under both Part **D** of this policy and a homeowners policy issued by us where you are a "named insured", at your option we will apply only the highest applicable deductible between the two policies.

#### **WAIVER OF COLLISION DEDUCTIBLE**

When there is a loss to "your covered auto" insured for Collision Coverage under this policy, we will pay the full Collision Coverage deductible if:

1. The loss involves an "uninsured motor vehicle", as the term is defined in the Uninsured Motorist Coverage endorsement; and
2. You are legally entitled to recover the full amount of the loss from the owner or operator of the "uninsured motor vehicle"; or
3. The loss was caused by a "collision" with another auto insured by us.

Subject to the above, if you are legally entitled to recover only a percentage of the loss, we will pay that percentage of your deductible. If the amount of the loss is less than your deductible, we will pay the percentage of the loss you are legally entitled to recover.

In no event will we pay more than the amount of the loss.

The Arbitration and Duties after an Accident or Loss Provisions on the Uninsured Motorists Coverage endorsement apply to the Waiver of Collision Deductible Provision.

#### **COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG**

We will pay the full cost to repair or replace an airbag system that accidentally deploys and is not caused by a collision or other than collision loss. There is no deductible for this coverage.

#### **AUTO LOAN/LEASE COVERAGE**

If there is a total loss to "your covered auto", we will pay any unpaid amount due on the lease or loan for "your covered auto" less:

1. The amount paid under Part D – Coverage for Damage to Your Auto of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of loss;
  - b. Financial penalties imposed under a lease for high mileage;
  - c. Security deposits not refunded by a lessor;
  - d. Cost for extended warranties, Credit, Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

#### **AUTO LOCK COVERAGE**

If the keys to "your covered auto" or "non-owned auto" are lost or stolen, and we are notified of the loss within 72 hours, we will pay up to \$1,500 for the following:

1. The cost to replace or duplicate keys; or
2. The labor costs to retrieve keys accidentally locked in the vehicle; or
3. The cost to re-key the locks when the vehicle is stolen and then recovered or the keys are lost or stolen.

There is no deductible for this coverage.

#### **TOWING COVERAGE**

If "your covered auto" is disabled as a result of a covered loss, we will pay the reasonable cost to tow "your covered auto" to a repair facility and for labor performed at the place of disablement.

#### **SPARE PARTS**

We will pay up to \$1,000 in total if spare parts you own as replacement parts for your "collector auto" are lost or damaged unless an exclusion applies. There is no deductible for this coverage.

#### **PET INJURY**

We will pay reasonable expenses incurred for necessary medical services because of a loss caused by a "collision" and sustained by any domestic animals owned by, or in the care, custody and control of an "insured". This coverage only applies if the domestic animal was "occupying" at the time of loss a:

1. Vehicle where the Declarations indicate that collision coverage applies; or
2. "Non-owned auto".

There is no deductible for this coverage.

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### **PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

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

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

- B.** A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
  2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  3. Submit, as often as we reasonably require:
    - a. To physical exams by physicians we select. We will pay for these exams.
    - b. To examination under oath and subscribe the same.
  4. Authorize us to obtain:
    - a. Medical reports; and
    - b. Other pertinent records.
  5. Submit a proof of loss when required by us.
- C.** A person seeking Uninsured Motorists Coverage must also:
1. Promptly notify the police if a hit-and-run driver is involved.
  2. Promptly send us copies of the legal papers if a suit is brought.
- D.** A person seeking Coverage For Damage To Your Auto must also:
1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
  2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
  3. Permit us to inspect and appraise the damaged property before its repair or disposal.

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## **PART F – GENERAL PROVISIONS**

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### **BANKRUPTCY**

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

### **CHANGES**

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
1. The number, type or use classification of insured vehicles;
  2. Operators using insured vehicles;
  3. The place of principal garaging of insured vehicles;
  4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of your policy; or
2. An Amendatory Endorsement.

### **FRAUD**

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

### **LEGAL ACTION AGAINST US**

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part **A**, no legal action may be brought against us until:
1. We agree in writing that the "insured" has an obligation to pay; or
  2. The amount of that obligation has been finally determined by judgment after trial.
- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

### **OUR RIGHT TO RECOVER PAYMENT**

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable us to exercise our rights; and
  2. Nothing after loss to prejudice them.



However, our rights in this Paragraph **(A.)** do not apply under Part **D**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for us the proceeds of the recovery; and
  2. Reimburse us to the extent of our payment.

#### **POLICY PERIOD AND TERRITORY**

- A.** This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
  2. Anywhere in the world.
- B.** If you borrow, lease or rent, a "non-owned auto" outside the United States, its territories or possessions, Puerto Rico, or Canada, the coverage provided by this policy will apply to the use or operation of that vehicle by you or any "family member" provided:
1. That the mandated insurance is purchased or provided for the vehicle being operated, as defined by the country or jurisdiction. . Our limit of liability will be only the part of a covered loss that exceeds the limit of liability of that policy. **In Mexico and other countries, liability coverage must be purchased from a locally licensed insurance company to meet the liability requirements of that country. Failure to comply with this requirement may leave you uninsured with regard to liability coverage under the local law and subject to fines and other penalties.**
  2. The use, lease or rental, of the "non-owned auto" is for a period less than 90 days.
- This coverage also applies to a temporarily relocated "covered auto" and "newly acquired vehicles."

#### **TERMINATION**

##### **A. Cancellation**

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice:
    - (1) If cancellation is for nonpayment of premium; or
    - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy;or
  - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
    - (1) During the policy period; or
    - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
  - c. If the policy was obtained through material misrepresentation.

##### **B. Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

##### **C. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

**TRANSFER OF YOUR INTEREST IN THIS POLICY**

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
  2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B.** Coverage will only be provided until the end of the policy period.

**TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.





# Amendment of Private Fleet Automobile Provisions – New York

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

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## I. DEFINITIONS

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

- A. Paragraph **H.**, "property damage", is replaced by the following:  
"Property damage" means physical injury to, destruction of or loss of use of property.
  - B. Section **J.4.** of the definition of "your covered auto" is replaced by the following:
    - 4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
      - a. Breakdown;
      - b. Repair;
      - c. Servicing;
      - d. Loss; or
      - e. Destruction.
- This Provision (**J.4.**) does not apply to Coverage For Damage To Your Auto. Refer to the definition of "non-owned auto" in Part **D** – Coverage For Damage To Your Auto.
- C. Section **K.1.** of the definition of "newly acquired auto" is replaced by the following:
    - 1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
      - a. A private passenger auto; or
      - b. A pickup or van that is predominantly used for nonbusiness purposes.
  - D. The following is added:  
Throughout this policy, use of a vehicle includes its loading and unloading.

## II. PART A – LIABILITY COVERAGE

Part **A** is amended as follows:

- A. Paragraph **A.** of the **Insuring Agreement** is replaced by the following:

### **INSURING AGREEMENT**

We will pay damages for "bodily injury", including damages for care and loss of services, or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for damages which are payable under the terms of the policy. This applies even if the claim or suit is groundless. In addition to our limit of liability, we will pay all defense costs we incur.

- B. The following are added to Supplementary Payments:  
We will pay on behalf of an "insured":
  - 6. Expenses incurred by an "insured" for first aid to others at the time of the accident.
  - 7. All costs taxed against an "insured" in any suit we defend.
- C. Exclusions **A.1.** and **A.3.** are replaced by the following:  
We do not provide Liability Coverage for any "insured":

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1. Who intentionally causes, or directs another person to cause, "bodily injury" or "property damage".
  3. For "property damage" to property:
    - a. Rented to;
    - b. Used by; or
    - c. In the care of:  
that "insured".

This Exclusion (**A.3.**) does not apply to "property damage":

- a. To a residence or private garage;
  - b. To any vehicle **NOT**:
    - (1) Rented to;
    - (2) Owned by; or
    - (3) Furnished or available for the regular use of:  
you or any "family member", if the vehicle is one of the following types:
      - (1) Private passenger autos;
      - (2) "Trailers"; or
      - (3) Pickups or vans; or
  - c. Up to \$2,000 to any "trailer" not owned by or furnished or available for the regular use of you or any "family member" if liability for such damage is assumed under a written rental contract.
- D.** Exclusion **A.9.** does not apply.
- E.** The following Exclusion (**A.10.**) is added:  
We do not provide Liability Coverage for any "insured":
10. For "bodily injury" to the spouse of that "insured". However, we will provide Liability Coverage for an "insured" if named as a third party defendant in a legal action commenced by his or her spouse against another party.
- F.** Exclusion **B.3.** is replaced by the following:  
We do not provide Liability Coverage for the ownership, maintenance or use of:
3. Any vehicle, other than "your covered auto", which is:
    - a. Owned by any "family member"; or
    - b. Furnished or available for the regular use of any "family member".However, this Exclusion (**B.3.**) does not apply to your maintenance or use of any vehicle which is:
    - a. Owned by any "family member"; or
    - b. Furnished or available for the regular use of any "family member".
- G.** Exclusion **B.4.** does not apply.
- H.** If the limit of Bodily Injury Liability shown in the Declarations is equal to or greater than:

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1. \$100,000 each person; and
2. \$200,000 each accident;

Paragraph A. of the **Limit Of Liability** Provision is replaced by the following:

## **LIMIT OF LIABILITY**

1. The limit of Bodily Injury Liability shown in the Declarations for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death, resulting from any one auto accident for:
  - a. "Bodily injury" not resulting in death of any one person; and
  - b. "Bodily injury" resulting in death of any one person.
2. The limit of Bodily Injury Liability shown in the Declarations for each accident is our maximum limit of liability for all damages resulting from any one auto accident for:
  - a. "Bodily injury" not resulting in death, subject to the limit for each person; and
  - b. "Bodily injury" resulting in death, subject to the limit for each person.

We will apply the limit of Bodily Injury Liability to first provide the separate limits required by the laws of New York.

3. The limit of Property Damage Liability shown in the Declarations for each accident is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

- a. "Insureds";
  - b. Claims made;
  - c. Vehicles or premiums shown in the Declarations; or
  - d. Vehicles involved in the auto accident.
- I. If the limit of Bodily Injury Liability shown in the Declarations is less than:
    1. \$100,000 each person; and
    2. \$200,000 each accident;

Paragraph A. of the **Limit Of Liability** Provision is replaced by the following:

## **LIMIT OF LIABILITY**

The limit of:

1. Bodily Injury Liability shown in the Declarations for:
  - a. Each person is our maximum limit of liability for all damages, including damages for care and loss of services, for "bodily injury" not resulting in death sustained by any one person in any one auto accident; and
  - b. Each accident is our maximum limit of liability for all damages for "bodily injury" not resulting in death in any one auto accident, subject to the limit for each person.

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2. Property Damage Liability shown in the Declarations for each accident is our maximum limit of liability for all "property damage" resulting from any one auto accident.

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

1. Up to \$50,000 for "bodily injury" resulting in death of any one person in any one auto accident; and
2. Up to \$100,000 for "bodily injury" resulting in death of two or more people in any one auto accident, subject to a \$50,000 maximum for any one person.

The amounts provided in this entire provision are the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

J. Paragraph **B.** of the **Limit Of Liability** Provision is replaced by the following:

**B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **B** of this policy.

K. The **Other Insurance** Provision is replaced by the following:

## **OTHER INSURANCE**

If there is other valid and collectible insurance 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 applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other valid and collectible insurance, including physical damage insurance provided under this or any other policy.

L. The **FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS** provision is replaced by the following:

## **FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS**

If this policy is issued to a federal employee using an auto in government business, the following provision is added:

The following are not "insureds" under Part **A**:

1. The United States of America or any of its agencies.
2. Any person with respect to "bodily injury" or "property damage" resulting from the operation of an auto by that person as an employee of the United States Government. This applies only to the extent that coverage and protection are provided pursuant to Section 2679 of Title 28 of the United States Code.

## **III. PART B – MEDICAL PAYMENTS COVERAGE**

Paragraph **B.** of the Limit Of Liability Provision of Part **B** is replaced by the following:

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**B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part **A** of this policy; and
2. Any Statutory Uninsured Motorists Coverage or Supplementary Uninsured/Underinsured Motorists Coverage provided by this policy.

## **IV. PART C – UNINSURED MOTORISTS COVERAGE**

Part **C** does not apply.

## **V. PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

Part **D** is amended as follows:

**A.** Paragraph **C.3.** of the **Insuring Agreement** is deleted and does not apply.

**B.** The following is added to Paragraph **C.** of the **Insuring Agreement**:

However, "non-owned auto" does not include any vehicle which is:

1. Owned by and registered to a person engaged in the business of renting or leasing vehicles; and
2. Rented or leased, without a driver, to you or any "family member".

**C.** Exclusion **14.** is deleted and does not apply.

**D.** The following provisions are added and apply in place of any conflicting policy provision:

### **MANDATORY INSPECTION**

1. We have the right to inspect any:

- a. Private passenger auto; or
- b. Pickup or van;

which you insure or intend to insure for Coverage For Damage To Your Auto under this policy.

This right applies only to the extent authorized by Regulation 79, as amended.

2. We do not provide Coverage For Damage To Your Auto for any additional or replacement vehicle you acquire until after you:

- a. Notify us; and
- b. Request coverage for that vehicle.

However, this Provision **(2.)** does not apply to a replacement vehicle for the three-day period beginning on the date you become the owner if:

- a. You acquire the vehicle during the policy period; and
- b. We provided Coverage For Damage To Your Auto on the vehicle you replaced for at least 12 months prior to the date of replacement.

For each of the following which falls within the three-day period, we will extend the period one day:

- a. Saturday;
- b. Sunday; or

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- c. Legal holiday.
- 3. When we require an inspection you must:
  - a. Cooperate; and
  - b. Make the vehicle available for the inspection.

## **AUTO REPAIRS**

When there is a loss to "your covered auto" covered under Part **D** we:

- 1. May not:
  - a. Condition payment on repair;
  - b. Require that repairs be made by a particular repair shop or concern; and
- 2. Are entitled to the following:
  - a. A completed "Certification of Auto Repairs";
  - b. An itemized repair bill prepared by the repairer, if "your covered auto" is repaired; and
  - c. An inspection of "your covered auto" whether or not you have it repaired.

## **RECOVERY OF STOLEN OR ABANDONED AUTOS**

We have the right to take custody of "your covered auto" for safekeeping when:

- 1. It is stolen or abandoned; and
- 2. We find out where it is.

- E. The **Limit of Liability** Provision is replaced by the following:

## **LIMIT OF LIABILITY**

- 1. Our limit of liability for loss will be the lesser of the:
  - a. The Agreed Value stated in the Declarations or, for any auto without an Agreed Value stated in the Declarations, the actual cash value of the stolen or damaged property;
  - b. Amount necessary to repair or replace the damaged or stolen parts without application of depreciation; or
  - c. \$1,500 for loss to any "Non-owned auto" that is a trailer.

However, our payment will be reduced by any amount paid for a previous loss to the same vehicle if the prior damage has not been repaired.
- 2. Any applicable deductible shown in the Declarations will reduce our payment for loss. In the event of a Total Loss to a vehicle where an Agreed Value is stated in the Declarations, a deductible of:
  - a. \$100 will apply if the loss is caused by "collision"; or
  - b. \$50 will apply if the loss is caused by other than "collision".
- 3. An auto will be considered a Total Loss when:

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- a. The costs of labor and parts to repair the auto plus the salvage value are greater than or equal to the Agreed Value or the actual cash value for an auto without an Agreed Value stated in the Declarations; or
- b. The entire auto is stolen, not recovered and we offer to settle the loss.

**F. The Payment Of Loss Provision is replaced by the following:**

**PAYMENT OF LOSS**

We may pay for loss or the cost to repair or replace the damaged or stolen property. We may, at our expense, return any stolen or damaged property to:

- 1. You; or
- 2. The address shown in this policy.

If we return stolen property, we will pay for any damage resulting from the loss. We may keep at an agreed or appraised value all or part of:

- 1. The stolen property; or
- 2. Property we determine to be a total loss or a constructive total loss.

When there is a loss to "your covered auto" under this Part, we may not require that repairs be made by a particular repair shop or concern.

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

**G. FULL GLASS COVERAGE is deleted and does not apply.**

**H. MULTIPLE POLICY DEDUCTIBLES is replaced by the following:**

**MULTIPLE POLICY DEDUCTIBLES**

If a loss caused by the same occurrence is covered under both Part **D** of this policy and a homeowners policy issued by us where you are a "named insured", we will apply only the highest applicable deductible between the two policies.

**I. WAIVER OF COLLISION DEDUCTIBLE is revised by replacing the lead in paragraph with the following:**

**WAIVER OF COLLISION DEDUCTIBLE**

When there is a loss to "your covered auto" insured for Collision Coverage under this policy, we will pay the full Collision Coverage deductible minus \$100 if:

**J. AUTO LOAN/LEASE COVERAGE is deleted and does not apply.**

**K. PET INJURY is replaced by the following:**

**PET INJURY**

We will pay up to \$5,000 for reasonable expenses incurred for necessary medical services because of a loss caused by a "collision" and sustained by any domestic animals owned by, or in the care, custody and control of an "insured". This coverage only applies if the domestic animal was "occupying" at the time of loss a:

- 1. Vehicle where the Declarations indicate that collision coverage applies; or
- 2. "Non-owned auto".

There is no deductible for this coverage.

**VI. PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

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The lead-in sentence is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us, except as provided in Paragraph **E**.

Duties **A.**, **B.2.** and **C.** are replaced by the following:

- A.** We must be notified as soon as reasonably possible of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B.** A person seeking any coverage must:
  - 2.** Send us copies of any notices or legal papers received in connection with the accident or loss as soon as reasonably possible.
- C.** A person seeking Uninsured Motorists Coverage must also:
  - 1.** Notify the police as soon as reasonably possible if a hit-and-run driver is involved.
  - 2.** Send us copies of the legal papers as soon as reasonably possible if a suit is brought.

The following provision is added:

- E.** Failure to give notice to us as required under this policy within the time specified shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

## VII. PART F – GENERAL PROVISIONS

Part **F** is amended as follows:

- A.** The following is added to the **Fraud** Provision:

### **FRAUD**

However, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages result from an accident which is otherwise covered under this policy.

- B.** The **Legal Action Against Us** Provision 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 the terms of this policy. In addition, under Part **A**, no legal action may be brought against us until:
  - 1.** We, by written agreement with the "insured" and the claimant, agree that the "insured" has an obligation to pay; or
  - 2.** The amount of that obligation has been finally determined by judgment after trial.
- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".



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

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

- (1) Brings an action to declare the rights of the parties under the policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

- D. If we fail to pay damages for "bodily injury" or "property damage" for which the "insured" becomes legally responsible because of an auto accident within 30 days from the date notice of entry of judgment is served on the "insured" or the "insured's" attorney and us, then an action may be maintained against us for the amount of judgment, up to the limit of liability shown in the Declarations for which coverage is provided under this policy.

However, Paragraph (D.) does not apply during a stay or limited stay of execution against the "insured" on such judgment.

- C. The **Termination** Provision is replaced by the following:

## **TERMINATION**

### **Cancellation**

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel the entire policy by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel the entire policy by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 15 days' notice if cancellation is for nonpayment of premium; or
  - b. At least 20 days' notice in all other cases.

If we cancel during the first 60 days this policy is in effect, our notice of cancellation must state or include the reason for cancellation.

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will (subject to the laws of New York) cancel only:
  - a. For nonpayment of premium; or

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- b. If your driver's license or that of any driver who customarily uses "your covered auto" has been suspended or revoked. This provision:
  - (1) Does not apply to:
    - (a) A suspension issued under Section 510(b)(1) of the vehicle and traffic law; or
    - (b) One or more administrative suspensions from the same incident which terminate prior to the effective date of cancellation.
  - (2) Applies only to a suspension or revocation that occurred:
    - (a) During the policy period; or
    - (b) Since the last anniversary of the original effective date if the policy period is other than one year.
- c. For discovery of fraud or material misrepresentation in:
  - (1) Obtaining the policy; or
  - (2) Presenting a claim.

If one of the reasons for cancellation listed in this Paragraph 3. exists, we may cancel the entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

- 4. Our right to cancel applies to each and every:
  - a. Coverage; or
  - b. Limit;afforded under this policy.
- 5. If we have the right to cancel this policy, we may instead condition continuation upon:
  - a. Change of limits; or
  - b. Elimination of any coverage;not required by law. This applies only if we mail 20 days' notice to the named insured shown in the Declarations at the address shown in this policy.

## **NONRENEWAL**

- 1. If we decide not to renew or continue this policy, we will (subject to the insurance law of New York) mail notice to the named insured shown in the Declarations. However, our right not to renew or continue this policy will be subject to the requirements of Section 3425 of the insurance law of New York.
- 2. If we have the right not to renew or continue this policy, we may instead condition renewal upon:
  - a. Change of limits; or
  - b. Elimination of any coverage;not required by law. This applies only if we mail notice to the named insured shown in the Declarations.

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3. The notice required by Paragraphs 1. and 2. of this section must:
  - a. Be mailed to the address shown in this policy at least 45 but not more than 60 days before the end of the policy period; and
  - b. State or include the reason for our action.
4. We are not required to mail notice of nonrenewal to the named insured shown in the Declarations if we are given written notice that this policy:
  - a. Has been replaced; or
  - b. Is no longer wanted.

This written notice may be given to us by:

- a. You;
- b. Another insurer; or
- c. Your representative.

## **OTHER TERMINATION PROVISIONS**

1. A United States Postal Service certificate of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

- D. The following is added to the **Two Or More Auto Policies** Provision:

### **TWO OR MORE AUTO POLICIES**

This provision does not apply to **Part A – Liability Coverage**.

- E. The following provision is added:

### **NOTICE**

Notice to our authorized agent shall be deemed notice to us. In addition, any written notice given by or on behalf of any claimant to our authorized agent, containing particulars sufficient to identify you, shall be deemed notice to us.



# Uninsured Motorist Coverage – New York

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

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We, the Company, agree with you, as the named insured, in return for the payment of the premium for this coverage to provide you with Uninsured Motorists (UM) Coverage, subject to the following terms and conditions:

## INSURING AGREEMENTS

1. **Damages for Bodily Injury Caused by Uninsured Motor Vehicles.** We will pay all sums which the insured, as defined herein, or the insured's legal representative, shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, and caused by accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this UM endorsement; provided, for the purposes of this coverage, determination as to whether the insured or the insured's representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or the insured's representative and us or, if they fail to agree, by arbitration.
2. **Definitions.** For purposes of this UM endorsement, the following terms shall have the following meanings:
  - (a) **Insured.** The unqualified term "insured" means:
    - (1) You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
    - (2) Any other person while occupying:
      - (i) A motor vehicle owned by the named insured or, if the named insured is an individual, such spouse and used by or with the permission of either, or
      - (ii) Any other motor vehicle while being operated by the named insured or such spouse, except a person occupying a motor vehicle not registered in the State of New York, while used as a public or livery conveyance; and
    - (3) Any person, with respect to damages such person is entitled to recover because of bodily injury to which this coverage applies sustained by an insured under sub-paragraphs (1) or (2) above.
  - (b) **Uninsured Motor Vehicle.** The term "uninsured motor vehicle" means a motor vehicle that through its ownership, maintenance or use, results in bodily injury to an insured, and for which:
    - (1) No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or
    - (2) Neither the owner nor driver can be identified, including a hit-and-run vehicle, and which causes bodily injury to an insured by physical contact with the insured

# Uninsured Motorists Coverage – New York

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or with a motor vehicle occupied by the insured at the time of the accident, provided that:

- (i) The insured or someone on the insured's behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with us a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
  - (ii) At our request, the insured or the insured's legal representative makes available for inspection the motor vehicle the insured was occupying at the time of the accident, or
- (3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:
  - (i) The amount of such insurance coverage or bond is less than the UM limits of this policy; or
  - (ii) The insurer writing such insurance coverage or bond denies coverage.
- (4) The term "uninsured motor vehicle" does not include a motor vehicle that is:
  - (i) Insured under the liability coverage of this policy; or
  - (ii) Owned by you, as the named insured and, while residents of the same household, your spouse and relatives of either you or your spouse; or
  - (iii) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the UM limits of this policy; or
  - (iv) Owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or
  - (v) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or
  - (vi) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.
- (c) **Hit-and-Run Motor Vehicle.** The term "hit-and-run motor vehicle" means a motor vehicle which causes bodily injury to an insured arising out of physical contact of such motor vehicle with the insured or with a motor vehicle which the insured is occupying at the time of the accident, provided:
  - (1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run motor vehicle";

# Uninsured Motorists Coverage – New York

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- (2) the insured or someone on his behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
- (3) at our request, the insured or his legal representative makes available for inspection the motor vehicle which the insured was occupying at the time of the accident.
- (d) **Bodily Injury.** The term “bodily injury” means bodily harm, including sickness, disease or death resulting therefrom.
- (e) **Occupying.** The term “occupying” means in, upon, entering into, or exiting from a motor vehicle.
- (f) **State.** The term “state” includes the District of Columbia, a territory or possession of the United States, and a province of Canada.
- 3. **Territory.** The coverage provided by this UM endorsement applies only to accidents which occur within the State of New York.

## Exclusions

This UM coverage does not apply:

- 1. To bodily injury to an insured while operating a motor vehicle in violation of an order of suspension or revocation; or to care or loss of services recoverable by an insured because of such bodily injury so sustained.
- 2. To bodily injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, the insured’s legal representatives or any person entitled to payment under this UM coverage shall, without our written consent, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor, but this provision shall be subject to Condition 8 of this UM endorsement.
- 3. To bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for at least the minimum bodily injury liability limits and UM limits required by law by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.
- 4. So as to inure directly or indirectly to the benefit of any workers’ compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workers’ compensation or disability benefits law or any similar law.

# Uninsured Motorists Coverage – New York

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5. For non-economic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.

## CONDITIONS

1. **Policy Provisions.** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this UM coverage except “Duties After an Accident or Loss”; “Fraud”, and “Termination” if applicable.
2. **Premium.** If during the policy period the number of motor vehicles owned by the named insured or spouse and registered in New York or the number of New York dealer’s license plates or transporter plates issued to the named insured changes, the named insured shall notify us during the policy period of any change and the premium shall be adjusted as of the date of such change in accordance with the manuals in use by us. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to us; if less, we shall return to the named insured the unearned portion paid by such insured.
3. **Notice and Proof of Claim.** Within 90 days or as soon as practicable, the insured or other person making claim shall give us written notice of claim under this UM endorsement.

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

The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person named by us and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice of claim.
4. **Medical Reports.** The injured person shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured’s incapacity, such insured’s legal representative, or in the event of the insured’s death, the insured’s legal representative or the person or persons entitled to sue therefor, shall upon our request authorize us, when and as often as we may reasonably require, to obtain relevant medical reports and copies of records.
5. **Notice of Legal Action.** If the insured or such insured’s legal representative brings any lawsuit against any persons or organizations legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured’s legal representative.
6. **UM Limit of Liability.** The UM limit payable under this UM endorsement shall be:

# Uninsured Motorists Coverage – New York

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- (a) The limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident is \$25,000 per person and, subject to this per person limit, the total limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident is \$50,000.
  - (b) If the bodily injury results in death, the limit of our liability shall be \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this limit for each person, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.
  - (c) Any amount payable under the terms of this UM endorsement, including amounts payable for care or loss of services, because of bodily injury sustained by one person, shall be reduced by;
    - (1) all sums paid to one or more insureds on account of such bodily injury by or on behalf of (a) the owner or operator of the uninsured motor vehicle and (b) any other person or persons jointly or severally liable together with such owner or operator for such bodily injury, and
    - (2) all sums paid to one or more insureds on account of bodily injury sustained in the same accident under any insurance or statutory benefit similar to that provided by this UM endorsement.
7. **Other Insurance.** With respect to bodily injury to an insured while occupying a motor vehicle not owned by the named insured, the coverage under this UM endorsement shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such motor vehicle as primary insurance, and this UM endorsement shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.
- Except as provided in the foregoing paragraph, if there is other similar insurance available to the insured and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this coverage and such other insurance, and we shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this UM endorsement and such other insurance.
8. **Release or Advance.** In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.



# Uninsured Motorists Coverage – New York

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

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

9. **Non-Duplication.** This UM coverage shall not duplicate any of the following:
  - (a) Benefits payable under workers' compensation or other similar laws;
  - (b) Non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law;
  - (c) Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;
  - (d) Any valid or collectible motor vehicle medical payments insurance; or
  - (e) Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury insurance policies or bonds.
10. **Arbitration.** If we do not agree with the insured or the insured's representative making claim hereunder that the insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this UM endorsement then, upon written demand of either the claimant or us, the matter or matters upon which we do not agree with such person shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association prescribed or approved by the Superintendent of Financial Services for this purpose. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and we each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this UM endorsement.
11. **Subrogation.** If we make a payment under this UM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition 8, such person shall do nothing to prejudice this right.
12. **Payment of Loss by Company.** We shall pay any amount due under this UM endorsement to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.
13. **Action Against Company.** No lawsuit shall lie against us unless, as a condition precedent thereto, the insured or the insured's legal representative has first fully complied with all the terms of this UM endorsement.

# Uninsured Motorists Coverage – New York

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- 14. Assignment.** Assignment of interest under this UM endorsement shall not bind us until our consent is endorsed hereon.
- 15. Survivor Rights.** If you or your spouse, if a resident of the same household, dies, this UM coverage shall cover:
- (a) The survivor as named insured;
  - (b) The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and
  - (c) Any relative who was an insured at the time of such death.
- 16. Policy Period – Termination.** This UM coverage applies only to accidents which occur on and after the effective date hereof and during the policy period and shall terminate upon (1) termination of the policy of which it forms a part or (2) termination of New York registration on all motor vehicles owned by the named insured or spouse.



# Single Liability Limit – New York

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

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## **LIABILITY COVERAGE**

Part **A** is amended as follows:

- A.** If the limit of liability shown in the Schedule or in the Declarations is equal to or greater than \$160,000, the Limit of Liability provision is replaced by the following:

### **LIMIT OF LIABILITY**

The limit of liability shown in the Schedule or in the Declarations for this coverage is our maximum limit of liability for all damages, resulting from any one auto accident. We will apply the limit of liability to first provide the separate limits required by the laws of New York for:

1. "Bodily injury" not resulting in death of any one person in any one auto accident;
2. "Bodily injury" not resulting in death of two or more people in any one auto accident;
3. "Bodily injury" resulting in death of any one person in any one auto accident;
4. "Bodily injury" resulting in death of two or more people in any one auto accident; and
5. "Property damage" in any one auto accident.

This provision will not change our total limit of liability. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

- B.** If the limit of liability shown in the Schedule or in the Declarations is less than \$160,000, the Limit of Liability provision is replaced by the following:

### **LIMIT OF LIABILITY**

The limit of liability shown in the Schedule or in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident, except those damages for "bodily injury" resulting in death. We will apply the limit of liability to first provide the separate limits required by the laws of New York for:

1. "Bodily injury" not resulting in death of any one person in any one auto accident;
2. "Bodily injury" not resulting in death of two or more people in any one auto accident; and
3. "Property damage" in any one auto accident.

This provision will not change our total limit of liability.

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

1. Up to \$50,000 for "bodily injury" resulting in death of any one person in any one auto accident; and
2. Up to \$100,000 for "bodily injury" resulting in death of two or more people in any one auto accident, subject to a \$50,000 maximum for any one person.

If the limit of liability shown in the Schedule or in the Declarations is not exhausted by payment of damages for:

# Single Liability Limit – New York

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1. "Bodily injury" not resulting in death; or

2. "Property damage";

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

The amounts provided in this entire provision are the most we will pay regardless of the number of:

1. "Insureds";

2. Claims made;

3. Vehicles or premiums shown in the Schedule or in the Declarations; or

4. Vehicles involved in the auto accident.



# Personal Injury Protection Coverage – New York

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The Company agrees with the named insured, as follows:

## Section I

### **Mandatory Personal Injury Protection**

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

### **First-Party Benefits**

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

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

### **Basic Economic Loss**

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

### **Medical Expense**

Medical expense shall consist of necessary expenses for:

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

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

# Personal Injury Protection Coverage – New York

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## **Work Loss**

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

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

## **Other Expenses**

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

## **Death Benefit**

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

## **Eligible Injured Person**

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

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

## **Exclusions**

This coverage does not apply to personal injury sustained by:

- (a) The named insured while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;

# Personal Injury Protection Coverage – New York

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- (b) Any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (d) Any person while occupying a motorcycle;
- (e) Any person who intentionally causes his or her own personal injury;
- (f) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first party benefits that are paid or payable; or
- (g) Any person while:
  - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
  - (ii) Operating a motor vehicle in a race or speed test; or
  - (iii) Operating or occupying a motor vehicle known to that person to be stolen; or
  - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if the conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises;
- (h) The named insured or relative while not occupying a motor vehicle or a motorcycle when struck by a motorcycle in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;
- (i) Any New York State resident other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner or a relative of the owner of a motor vehicle insured under another policy

# Personal Injury Protection Coverage – New York

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providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act.

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

## **Other Definitions**

When used in reference to this coverage:

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

## **Conditions**

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

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



# Personal Injury Protection Coverage – New York

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Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or that person's legal representative.

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

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

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

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

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

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

# Personal Injury Protection Coverage – New York

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

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

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

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

## Section II

### Excess Coverage

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

## Section III

### Constitutionality

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of

# Personal Injury Protection Coverage – New York

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Financial Services, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

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



## Optional Basic Economic Loss Coverage – New York

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If the Declarations indicates that Optional Basic Economic Loss coverage is purchased, the Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the PERSONAL INJURY PROTECTION COVERAGE – NEW YORK endorsement not expressly modified in this Endorsement, as follows:

The definition of Basic Economic Loss contained in the PERSONAL INJURY PROTECTION COVERAGE – NEW YORK endorsement or the PERSONAL INJURY PROTECTION COVERAGE (MOTORCYCLES) – NEW YORK endorsement is replaced by the following:

**Basic Economic Loss:**

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed \$75,000, the last \$25,000 of which represents optional basic economic loss coverage, payable after the first \$50,000 of basic economic loss has been exhausted, that the eligible injured person or that person's legal representative may specify will be applied to one of the following four options:

- (1) Basic economic loss;
- (2) Loss of earnings from work;
- (3) Psychiatric, physical or occupational therapy and rehabilitation; or
- (4) A combination of options (2) and (3).

Any death benefit hereunder shall be in addition thereto.

Exclusion (c) set forth in the PERSONAL INJURY PROTECTION COVERAGE – NEW YORK endorsement is replaced by the following:

- (c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to:
  - (1) The Optional Basic Economic Loss coverage provided under this endorsement, unless OBEL coverage is provided by the policy covering the other motor vehicle; or
  - (2) To personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in sections 104 and 142 of the New

# Optional Basic Economic Loss Coverage – New York

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York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus.

## **Election**

Election of the OBEL option shall be made by the eligible injured person or that person's legal representative after such person has incurred expense aggregating \$30,000 in basic economic loss and after receiving the required notices from the Company that an OBEL election may be made. Failure of the eligible injured person or that person's legal representative to respond to the second notice within 15 calendar days after its mailing shall be considered an election by the eligible injured person to apply OBEL coverage to all elements of basic economic loss. Once made by the eligible injured person or that person's legal representative, an OBEL election cannot be changed. However, if claims payable under OBEL coverage have not yet been received by the Company, an eligible injured person who has failed to respond to the second notice in a timely manner may make an election.

## **Notice**

If OBEL coverage is payable under this policy, but Mandatory PIP is being paid under a policy covering another motor vehicle, then the named insured or relative shall notify the Company no later than 90 days after Mandatory PIP benefits under that other policy have been exhausted. The Company shall then send its OBEL election notice.



## Towing and Labor Costs Coverage

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

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We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Schedule or in the Declarations. We will only pay for labor performed at the place of disablement.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



# Rental Vehicle Coverage Endorsement – New York

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This endorsement provides coverage for the "insured's" obligations in the event of actual damage to, or loss of, any "rental vehicle", including loss of use, rented by the "insured" anywhere in the United States, its territories or possessions, and Canada under a rental agreement with a term no longer than thirty continuous days, regardless of where, within those areas, such "rental vehicle" may be registered, rented or operated.

Rental Vehicle Coverage shall provide protection:

1. When the "rental vehicle" is rented or operated for business or pleasure, unless used for transporting persons or property for hire; and
2. Regardless of fault.

## **DEFINITIONS**

"Insured" means named insured or any "relative".

"Relative" means a spouse, child or other person related to the named insured by blood, marriage or adoption (including a ward or foster child), who regularly resides in the named insured's household, including any such person who regularly resides in the household, but who is temporarily living elsewhere.

"Rental vehicle" means a motor vehicle of the private passenger or station wagon type or a motor vehicle with a pick-up body, a delivery sedan, panel truck or van if the vehicle is:

1. Not used for transporting persons or property for hire; and
2. Owned by a person engaged in the business of renting or leasing vehicles, rented or leased without a driver to persons other than the owner, and is registered in the name of such owner.

## **PRIORITY OF PAYMENT**

1. In no event shall payment be made under this endorsement duplicating payment made by this policy, another policy or another insurer for the same claim.
2. If more than one policy could cover the claim, payment on the claim shall be made in the following order of priority:
  - a. The policy with respect to which the person is a named insured;
  - b. If the person is not a named insured on any policy, the policy with respect to which the person is an insured; and
  - c. Where two or more policies provide coverage of equal priority, the policy or insurer with respect to which the claim is first submitted.
3. An inquiry about coverage or notification of damage to, or loss of, a "rental vehicle" shall constitute submission of a claim.

# Rental Vehicle Coverage Endorsement – New York

*Page 2*

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## **EXCLUSIONS**

No Rental Vehicle Coverage shall be provided:

1. Arising beyond the geographic limitations of the policy to which Rental Vehicle Coverage is endorsed;
2. To an "insured" who has committed fraud in connection with damage to, or loss of, a "rental vehicle", including loss of use; or
3. For damage to, or loss of, a "rental vehicle", including loss of use, which the rental vehicle company is precluded from recovering from the "insured":
  - a. Pursuant to the terms of the rental agreement; or
  - b. Due to the prohibitions of Section 396-z of the General Business Law or similar statutory provisions of other jurisdictions.

## **SUBROGATION**

1. In the event of any payment under this endorsement, the insurer is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made.
2. Such person shall execute and deliver instruments and papers and do whatever is necessary to secure such subrogation rights, and shall not act in a manner that may prejudice such rights.
3. Subrogation shall not be pursued against any person who operated the "rental vehicle" with the "insured's" permission.

## **DUTIES AFTER AN ACCIDENT OR LOSS**

1. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
2. A person seeking Rental Vehicle Coverage must also:
  - a. Take reasonable steps after loss to protect the "rental vehicle" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
  - b. Promptly notify the rental vehicle company or the police upon learning of the theft of the "rental vehicle".
  - c. Permit us to inspect and appraise the damaged property before its repair or disposal as long as the "rental vehicle" is still in the care, custody or control of the "insured".

## **GENERAL PROVISIONS**

Part F – General Provisions of this policy applies to coverage provided by this endorsement except for the following provisions:

1. Fraud;
2. Our Right to Recover Payment;
3. Two or More Auto Policies.





# Full Coverage Window Glass – New York

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The provisions and exclusions that apply to Part D apply to this endorsement, except as changed by this endorsement.

## **COVERAGE FOR DAMAGE TO YOUR AUTO**

The following is added to the Insuring Agreement of Part D:

### **INSURING AGREEMENT**

We will pay under Collision or Other Than Collision for window glass breakage on "your covered auto" without a deductible. We will pay only if the Schedule or Declarations indicates that Full Coverage Window Glass applies to that auto and coverage. If only Collision Coverage is afforded with Full Coverage Window Glass, any covered window glass breakage caused by "collision" will be considered a "collision" loss.



# New York Required Notice Of Availability Of Optional Basic Economic Loss (OBEL) Coverage

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**Company:** Privilege Underwriters Reciprocal Exchange

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

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

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

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

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

In addition to the basic No-Fault coverage described, higher limits of up to \$100,000, including payment of up to \$2,000 for loss of earnings and up to \$25 for other reasonable and necessary expenses, are available for purchase upon request.

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

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

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

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

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

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

If you have any questions, please contact us or agent.



# New York Required Notice Of Availability Of Supplemental Spousal Liability Coverage

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<b>Company:</b> Privilege Underwriters Reciprocal Exchange
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New York State law requires that upon written request of an insured, and upon payment of the premium, an insurance company issuing or delivering a policy that satisfies the requirements of Article 6 of the New York Vehicle and Traffic Law shall provide Supplemental Spousal Liability Insurance coverage.

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

This coverage is included within the policy's bodily injury liability limits and does not increase the amount of those limits. For example:

Insured's bodily injury policy coverage limit: \$100,000 / \$300,000

Insured's bodily injury damage claim paid to spouse: \$75,000

Insured's bodily injury policy coverage limit available to all other claimants subject to a maximum of \$100,000 per person: \$225,000

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

The additional premium for SSL coverage is 5% of the single limit liability or split limit bodily injury liability premium listed on your Declarations Page.

If you do not elect to purchase this coverage and do not remit the additional premium, SSL coverage will not be included in your motor vehicle insurance policy.

☐ I hereby request SSL coverage.

☐ I hereby reject SSL coverage.

Coverage is generally described here. Only the policy provides a complete description of the coverages and their limitations.

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**Applicant's/Named Insured's Signature**

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**Date**



# New York Accident Prevention Course Discount Notice

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The company is offering an Accident Prevention Discount to be applied to your Personal Injury Protection, Bodily Injury, Medical Payments, Property Damage and Collision premiums when the principal operator has successfully completed an Accident Prevention Course approved by the New York Department of Motor Vehicles. The course must be repeated every three years to qualify for the discount.

If any member of your household qualifies for this credit, please send us or your agent a copy of the appropriate certificate along with your completed application or renewal request. The exact dollar amount of your discount will be shown on the Declarations page of your policy.

The following is a list of approved Motor Vehicle Accident Prevention Course programs which are available to the general public. Internet courses do not qualify at the present time for the statutorily mandated APC discount.

## AMERICAN ASSOCIATION OF RETIRED PERSONS

Driver Safety Program  
601 E Street N.W.  
Washington, D.C. 20049  
(866) 227-7442

I DRIVE SAFELY  
124 Main Street, Suite 2B  
New Paltz, NY 12561  
(800) 723-1955

## AMERICAN AUTOMOBILE ASSOCIATION

AAA Driver Improvement Program  
1415 Kellum Place  
Garden City, NY 11530  
(Contact local AAA office)

## MOTORCYCLE ASSOCIATION OF NEW YORK

STATE, INC.  
697 Amsterdam Avenue  
New York, New York 10025  
(888) 469-7433

## AMERICAN INSTITUTE FOR PUBLIC SAFETY

100 S. Main Street  
Sayville, NY 11782  
(800) 391-8536

## NATIONAL SAFETY COUNCIL, INC.

200 Salina Meadows Parkway  
Syracuse, New York 13212  
(800) 962-3434

## AMERICAN SAFETY COUNCIL, INC.

3415 State Rt . 11  
Malone, NY 12953  
(518) 483-7492

## NATIONAL TRAFFIC SAFETY INSTITUTE, INC.

201 Edward Curry Avenue, Suite 206  
Staten Island, New York 10314  
(800) 733-6874

## AMERICAN SAFETY, INC.

115 E. 57 Street, 11th Floor  
New York, NY 10022  
(800) 800-7121

## NEW YORK SAFETY PROGRAM, INC.

8302 Fifth Avenue  
Brooklyn, New York 11209-4707  
(800) 942-6874

## DRIVER TRAINING ASSOCIATES, INC.

New York Office  
433 Broadway, Suite 202  
Saratoga Springs, NY 12866  
(800) 243-2196  
EMPIRE SAFETY COUNCIL, INC.  
176 Terry Road  
Smithtown, New York 11787  
(800) 246-3603

USA TRAINING COMPANY, INC.  
99 Washington Avenue, Suite 400  
Albany, NY 11210  
(800) 746-7690



# New York Policyholder Notice - Motor Vehicle Law Enforcement Fee

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A New York Law established a program primarily for the purpose of preventing auto theft.

Under this law all vehicles registered in New York will be required to pay a \$10 motor vehicle law enforcement fee per vehicle annually to support this program.

Insurance companies are required to collect these fees and remit them to the state.

Each year at the anniversary renewal of your policy, or upon the issuance of a new policy, the \$10 motor vehicle law enforcement fee will be added to your bill for each vehicle you have insured with us that is registered in New York.

If you use a payment plan, the fee will be assessed upon your first payment.

If you add a car mid-year and your vehicle is registered in New York, the \$10 fee will be made at that time, then again at your anniversary renewal.

If your insurance should lapse, then be reinstated with a lapse, you will once again be charged the \$10 fee per vehicle.

If your insurance should lapse, then be reinstated without a lapse, there will be no fee.

The fee is imposed on every insured motor vehicle registered pursuant to the provisions in paragraph (b) of subdivision one of section four hundred one of the Vehicle and Traffic Law.

Effective June 1, 2009, the fee was increased from \$5, to \$10.

The money collected for this program will be used by the state and cities for activities related to the detection, prevention and reduction of automobile theft and related activities.

If this program is found to be effective, it could mean a reduction in your automobile insurance rates.





# New York Policyholder Compulsory Insurance Notice

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## **NEW YORK STATE LAW MANDATES SERIOUS CONSEQUENCES FOR PEOPLE WHO DRIVE WITHOUT AUTOMOBILE INSURANCE.**

Dear Policyholder:

We are required to notify the New York State Department of Motor Vehicles if your automobile insurance policy has been canceled for any reason whatsoever.

If there is a lapse in coverage, you are subject to:

1. Suspension of your registration.
2. Suspension of your driver's license.
3. Payment of a civil penalty.

**PROTECT YOURSELF AND YOUR FAMILY. BE CERTAIN YOUR POLICY REMAINS IN EFFECT.**



# Important Notice To All Motor Vehicle Operators In New York State

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As your insurance company, we are required by law to advise you of the legal and financial consequences of being convicted for operating a motor vehicle while under the influence of alcohol or drugs. We strongly endorse the message conveyed by the law, that it doesn't pay to drink and drive.

Alcohol or drug impairment is a major problem involving not only the impaired driver, but other innocent drivers and pedestrians. We are constantly reminded of the serious consequences of drinking and driving, yet property damage, injuries and deaths caused by alcohol or drug-impaired driving continue to be a major problem. In fact, studies (such as those published in "Fatality Facts 2001" by the Insurance Institute for Highway Safety - Highway Loss Data Institute) show that alcohol or drug use is a contributing factor in a significant number of all fatal motor vehicle accidents, as shown in the following table.

## Percent of Fatally Injured Passenger Vehicle Drivers (with BAC > or = .10%)

Overall	30%
Nighttime (9 p.m. . 6 a.m.)	54%
Weekends (6 p.m. Friday . 6 a.m. Monday)	42%
Weekdays	21%
Nighttime single-vehicles crashes	64%

New York State has recently passed a law lowering the blood-alcohol content (BAC) necessary to sustain a conviction for driving while intoxicated from .10% to .08%. Data from states that have lowered the BAC from .10% to .08% show that they have experienced significant decreases in alcohol-related fatalities. Reports have also shown that at .08% BAC, there are significant reductions in drivers. performance of critical tasks, such as, braking, steering, and lane changing.

This notice provides information on the penalties for convictions of operating a motor vehicle while under the influence of alcohol or drugs. Be aware that stiffer penalties are levied for convictions of such impairment while operating a commercial vehicle, especially when transporting certain hazardous materials.

Please familiarize yourself, and anyone else who operates your vehicle, with this important information. Please remember: If you drink, don't drive!

## BASIC PENALTIES, DEGREE OF IMPAIRMENT AND INSURANCE PENALTIES

When your license is revoked by the Department of Motor Vehicles, you will be required to pay a \$50 fee at the time of reapplication, unless you participate in the New York State Alcohol and Drug Rehabilitation Program, known as the Drinking Driver Program. This fee is non-refundable even if your license application is denied, and is in addition to any fines imposed by the courts.

If you have been drinking or taking drugs and cause a death or serious injury as a result of a traffic accident, you may face felony charges of vehicular manslaughter or vehicular assault. Conviction of such a charge could result in a \$5,000 fine and/or up to seven years in prison.

If you attend the Drinking Driver Program, you must pay an administrative conditional license fee of \$75 and a course tuition fee of up to \$175. In addition, if you are required to obtain an evaluation and/or treatment for alcohol-related problems, you must also pay for these additional services.

If you drive while your license is suspended or revoked for DWI (Driving While Intoxicated), DWAI (Driving While Ability Impaired), or for refusing a chemical test, you face a mandatory jail term of 7 to 180 days, and a mandatory fine of \$500-\$1,000.

If you are under age 21 and charged with DWI or DWAI inside or outside of New York State, and you are convicted or adjudicated (not convicted solely due to youthful offender status granted by the court) of such charges, your license will be revoked for a minimum of one year. If you have two such convictions (or adjudications) and are under age 21, your license will be revoked for a period of one year, or until you become 21, whichever is longer.

If you are age 21 or older and you are convicted of an alcohol-related offense outside of New York State, your license will be revoked in New York State for a minimum period of ninety (90) days for a charge of Driving Under the Influence (DUI). This is in addition to any fines and/or jail sentences imposed by a court in the state in which the incident occurred, or any action against your driving privilege in that state.

## **HOW MANY DRINKS MAKE YOU LEGALLY INTOXICATED?**

In New York State, you are legally intoxicated when your Blood Alcohol Content (BAC) reaches .08%. You are considered to be Driving While Ability Impaired (DWAI) when the BAC is more than .05% but less than .08%.

Any amount of drinking will affect your judgment and coordination. The degree of impairment depends on four basic factors:

- (a) how much you drink;
- (b) how long you drink;
- (c) eating before or during drinking, as food slows absorption of alcohol; and
- (d) your body weight.

A 12-ounce can of beer, 5-ounce glass of wine, or a shot of 86-proof liquor all contain the same amount of alcohol. Your body metabolizes about one drink each hour. Only time will truly sober you up, not coffee, a walk, or a cold shower.

Therefore, if you consume more than one drink per hour, the likelihood is that you are at least DWAI if you weigh around 110 pounds and had 2 drinks, or DWAI if you had 3 drinks and weigh 170 pounds or more. As a rule of thumb for an average 140-160 pound person, BAC level rises .02% per hour per drink.

As an example, a 140-pound person who consumes 5 drinks in a two-hour period will have a .08% BAC (deducting .02% for the passage of time). Even if no more alcohol is consumed, that individual may not safely drive for at least 4 hours. Remember, any elevation in BAC will impair your judgment and coordination.

## **ALCOHOL/DRUG-RELATED CONVICTIONS AND YOUR AUTOMOBILE INSURANCE POLICY**

Suspension or revocation of your driver's license (or the driver's license of any person who normally operates an automobile insured under your policy) is just cause for your insurance company to cancel your automobile insurance policy.

A conviction of driving while impaired or intoxicated through the use of alcohol or drugs will probably result in nonrenewal of your insurance policy, and in your inability to obtain insurance with another company in the voluntary market. You will then find yourself relegated to the New York Automobile Insurance Plan (Assigned Risk Plan), at a substantially higher cost.

Currently, under the Assigned Risk Plan, a conviction of operating a motor vehicle while intoxicated or impaired by the use of alcohol or drugs will result in a 75% surcharge, increasing your automobile insurance premiums for three years. Most automobile insurance companies will also surcharge your premiums substantially for any convictions of operating a motor vehicle while under the influence of alcohol or drugs.

## **NO-FAULT EXCLUSIONS**

Still another reason for not driving in an intoxicated or impaired condition due to drinking or drugs, is that No-Fault benefits will not be available to you if you are injured as a result. Any basic economic loss (medical expenses, wage loss, other necessary expenses, death benefit) attributable to your own bodily injury would be outside of the No-Fault system. If you permit a non-DWI or non-DWAI person to drive your vehicle for you, then full No-Fault benefits will be available to you and all occupants of your vehicle in case of an accident.

Here, then, are the facts:

## **FINES AND IMPRISONMENT PENALTIES FOR ALCOHOL/DRUG-RELATED DRIVING OFFENSES AS OF JULY 1, 2003**

According to the New York State Vehicle and Traffic Law, the following penalties will be imposed for the noted violations:

**DRIVING WHILE INTOXICATED (DWI) -- All Vehicles**

<b>VIOLATION</b>	<b>MANDATORY FINE</b>	<b>MAXIMUM JAIL TERM</b>	<b>MANDATORY ACTION AGAINST LICENSE</b>
First violation	\$500-1,000	1 Year (Misdemeanor)	-Revoked at least 6 months -If CDL * 1 year revocation -1 year CDL* disqualification
Two or more violations in 10 years	\$1,000-5,000	4 Years (Felony)	-Revoked at least 1 year -Permanent CDL* disqualification

**DRIVING WHILE ABILITY IMPAIRED (DWAI) -- Private Passenger Vehicles**

<b>VIOLATION</b>	<b>MANDATORY FINE</b>	<b>MAXIMUM JAIL TERM</b>	<b>MANDATORY ACTION AGAINST LICENSE</b>
First violation	\$300-500	15 Days (Traffic Infraction)	-Suspended 90 days -If CDL * 1 year revocation -1 year CDL* disqualification
Violations within 5 years of any convictions for DWI or DWAI	\$500-750	30 Days (Traffic Infraction)	-Revoked at least 6 months -Permanent CDL* disqualification
Violations within 10 years of any convictions for DWI or DWAI	\$750-1,500	180 days (Misdemeanor)	-Revoked at least 6 months if current violation occurred within 10 years of the previous conviction -Permanent CDL* disqualification

**DRIVING WHILE ABILITY IMPAIRED (DWAI) -- COMMERCIAL MOTOR VEHICLE**

<b>VIOLATION</b>	<b>MANDATORY FINE</b>	<b>MAXIMUM JAIL TERM</b>	<b>MANDATORY ACTION AGAINST LICENSE</b>
Per se--Level I \$300-500 15 Days -1 year CDL* (.04-.07% BAC)	\$300-500	15 Days (Traffic Infraction)	-1 year CDL* disqualification -1 year CDL* revocation
Per se--Level II (more than .07% but less than .08% BAC)	\$500-1,500	180 days (Misdemeanor)	-1 year CDL* disqualification -1 year CDL* revocation

**OPERATING A MOTOR VEHICLE UNDER THE AGE OF 21 AFTER  
CONSUMING ALCOHOL -- Private Passenger Vehicle**

<b>VIOLATION</b>	<b>MANDATORY FINE</b>	<b>MAXIMUM JAIL TERM</b>	<b>MANDATORY ACTION AGAINST LICENSE</b>
First violation	\$125	N/A	Suspended 6 months
Two or more violations	\$125	N/A	1 year revocation or until the person reaches age 21, whichever is longer

#### **CHEMICAL TEST REFUSAL**

<b>VIOLATION</b>	<b>MANDATORY FINE</b>	<b>MAXIMUM JAIL TERM</b>	<b>MANDATORY ACTION AGAINST LICENSE</b>
First refusal	\$300	N/A	-Revoked at least 6 months -If under the age of 21, 1 year revocation -If commercial motor vehicle, 1 year revocation
Refusal with prior alcohol-related incident within the past 5 years	\$750	N/A	Revoked at least 1 year

Penalties (including fines and jail terms) may be higher for multiple offenses and for violations while transporting certain types of passengers or materials.

#### **\*Commercial Driver's License**