

The New York Personal Automobile Policy is a legal contract between the insured and New South Insurance Company, CIM Insurance Corporation, and MIC Property and Casualty Insurance Company, designed for clarity and ease of reference. It encompasses various coverages, including liability for bodily injury and property damage, medical payments, uninsured motorists coverage, and damage to the insured auto. Key terms such as "you," "your," and "covered auto" are defined, with covered autos including vehicles listed in the declarations, newly acquired vehicles, and trailers owned by the insured. Liability coverage pays for damages for which a covered person is legally responsible due to an auto accident, including defense costs, but excludes intentional acts, damage to property owned or transported by the insured, and injuries to employees during employment. Additional exclusions include vehicles with fewer than four wheels, vehicles not classified as covered autos, and those used for racing or contests.

The policy specifies split liability limits for bodily injury and property damage, adhering to higher limits required by other states if an accident occurs out of state. It also addresses financial responsibility requirements and stipulates that if other liability insurance exists, the insurer will only pay its share of the loss. Medical Payments Coverage under Part B provides for reasonable medical and funeral expenses incurred due to bodily injury from an accident involving a "covered person," with exclusions for injuries from vehicles with fewer than four wheels, vehicles used for hire, and injuries occurring during employment if workers' compensation is available. The limit of liability is defined in the declarations and is the maximum payable per person per accident.

Part C, Uninsured Motorists Coverage, compensates for bodily injury caused by uninsured vehicles, with determinations made by agreement or arbitration. Exclusions include injuries while operating a suspended vehicle and settlements made without the insurer's consent. The insured must provide written notice of a claim within 90 days and submit to required examinations. The UM limit of liability is set at \$25,000 per person and \$50,000 per accident, with higher limits for death-related injuries. Payments under UM coverage will be reduced by amounts received from the owner or operator of

the uninsured vehicle or other insurance benefits.

Part D addresses coverage for damage to the insured's auto, covering direct and accidental loss with specific provisions for collision and other-than-collision losses. Exclusions include losses while the vehicle is used for compensation, wear and tear, and losses due to war or civil unrest. The limit of liability for loss is defined as the lesser of the actual cash value, repair or replacement cost (minus depreciation), or a stated amount in the declarations. The insured must file a written proof of loss within 60 days of the insurer's request, and the insurer may choose to pay for the loss in cash or by repairing or replacing the damaged property.

The policy includes provisions for cancellation, allowing the named insured to cancel by returning the policy or providing written notice. The insurer may cancel with at least 15 days' notice for nonpayment of premium or 20 days for other reasons, with specific conditions for cancellation within the first 60 days. Nonrenewal requires a 45 to 60 days' notice stating the reason. The policy also mandates personal injury protection (PIP) for basic economic loss due to personal injuries from motor vehicle accidents, with specific limits and exclusions. The insured must provide written notice of an accident within 90 days and submit claims for medical expenses within 180 days.

The policy outlines coverage for rental vehicles, providing coverage for damage or loss of rental vehicles rented for up to thirty continuous days, with exclusions for claims arising outside the policy's geographic limits. The insurer retains the right to recover payments made under the policy from responsible parties, and coverage extends to surviving spouses or legal representatives in the event of the insured's death. The policy also includes a mandatory inspection endorsement for physical damage coverage, requiring vehicle inspections before coverage becomes effective.

Overall, the policy details the scope of coverage, exclusions, and conditions for various types of vehicles and situations, emphasizing the need for timely notification and adherence to specified

procedures for claims and coverage adjustments.