



# Private Fleet Auto Policy

## Revised Declarations Effective 01/30/2014 to 08/27/2014

### YOUR AGENT

ABC Agency  
 123 Main Street  
 White Plains, NY 10601  
 888-813-7873  
 14673900

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.

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### NAME & ADDRESS OF INSURED

**Joseph Member**  
**Jane Member**  
 123 Pure Drive  
 Larchmont, NY 10538

Policy Number **PA00987654301**  
 Change Effective Date **01/30/2014 To 08/27/2014 at 12:01 AM**  
 Policy Term **08/27/2013 To 08/27/2014 at 12:01 AM**  
 Issuing Company **Privilege Underwriters Reciprocal Exchange**  
 800 Corporate Drive, Suite 420  
 Fort Lauderdale, FL 33334  
 888-813-7873

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### SUMMARY OF YOUR COVERED AUTOS

AUTO	YEAR	MAKE	VIN NUMBER	AGREED VALUE
1	2012	Volkswagen	1VWCP7A31CC039545	\$24,575
2	2010	Toyota	2T1BU4EE5AC306742	\$14,550

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### DRIVERS

NAME	RELATION	LICENSE	STATE	DOB	SEX
Joseph Member	Named Insured	123456789	NY	11/01/1946	M
Jane Member	Spouse	987654321	NY	09/01/1952	F

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**Joseph Member**

**Jane Member**

Policy Number **PA0987654301**

Policy Tier **4**

**AUTO 1**

Year/Make/Model **2012 Volkswagen PASSAT**  
 Type **Private Passenger**  
 VIN Number **1VWCP7A31CC039545**  
 Agreed Value **\$24,575**  
 Garage Zip Code **10538**  
 Insured Driver **Joseph Member**  
 Rating Classification Used **Married/Male/ DOB 11/01/1946 /Pleasure/**

<b>COVERAGE</b>	<b>LIMIT OF LIABILITY PER PERSON</b>	<b>LIMIT OF LIABILITY PER OCCURRENCE</b>	<b>DEDUCTIBLE</b>	<b>PREMIUM</b>
Bodily Injury & Property Damage		<b>\$500,000</b>		<b>\$343</b>
Medical Payments	<b>\$10,000</b>			<b>\$23</b>
Basic Personal Injury Protection (PIP)*	<b>\$50,000</b>		<b>\$0</b>	<b>\$106</b>
Added Personal Injury Protection	<b>\$150,000</b>			<b>\$18</b>
Maximum Monthly Work Loss	<b>\$2,000</b>			
Other Necessary Expenses (per day)	<b>\$25</b>			
Death Benefit	<b>\$2,000</b>			
Collision			<b>\$1,000</b>	<b>\$419</b>
Supplementary Uninsured/Underinsured Motorist(SUM)		<b>\$500,000</b>		<b>\$85</b>
Extended Towing and Labor Other Than Collision		<b>\$350</b>		<b>\$20</b>
			<b>\$1,000 Full Glass</b>	<b>\$114</b>
<b>Total</b>				<b>\$1,126</b>

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**Joseph Member**

**Jane Member**

Policy Number **PA0987654301**

Policy Tier **4**

## **AUTO 2**

Year/Make/Model **2010 Toyota COROLLA**  
Type **Private Passenger**  
VIN Number **2T1BU4EE5AC306742**  
Agreed Value **\$14,550**  
Garage Zip Code **10538**  
Insured Driver **Jane Member**  
Rating Classification Used **Married/Female/ DOB 09/01/1952 /Pleasure/**

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<b>COVERAGE</b>	<b>LIMIT OF LIABILITY PER PERSON</b>	<b>LIMIT OF LIABILITY PER OCCURRENCE</b>	<b>DEDUCTIBLE</b>	<b>PREMIUM</b>
Bodily Injury & Property Damage		<b>\$500,000</b>		<b>\$304</b>
Medical Payments	<b>\$10,000</b>			<b>\$23</b>
Basic Personal Injury Protection (PIP)*	<b>\$50,000</b>		<b>\$0</b>	<b>\$89</b>
Added Personal Injury Protection	<b>\$150,000</b>			<b>\$15</b>
Maximum Monthly Work Loss	<b>\$2,000</b>			
Other Necessary Expenses (per day)	<b>\$25</b>			
Death Benefit	<b>\$2,000</b>			
Collision			<b>\$1,000</b>	<b>\$333</b>
Supplementary Uninsured/Underinsured Motorist(SUM)		<b>\$500,000</b>		<b>\$87</b>
Extended Towing and Labor Other Than Collision		<b>\$350</b>	<b>\$1,000 Full Glass</b>	<b>\$20</b> <b>\$118</b>
<b>Total</b>				<b>\$988</b>

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Joseph Member

Jane Member

Policy Number      **PA0987654301**

## FORMS & ENDORSEMENTS

The following forms and endorsements are attached for this policy.

NAME	FORM NUMBER	EDITION DATE
Endorsement Change Summary	PURE-CHG	05/01/2012
Premium Surcharge Notice	PFA-075-NY	01/01/2009
Auto Policy Index	PFA-998-NY	06/01/2008
Amendment of Policy Provisions	PFA-001-NY	03/01/2009
Supplementary Uninsured Motorist Coverage	PFA-050-NY	06/01/2008
Single Liability Limit	PFA-007-NY	06/01/2008
Single SUM Motorist Limit	PFA-008-NY	06/01/2008
Personal Injury Protection	PFA-002-NY	06/01/2008
Additional Personal Injury Protection	PFA-004-NY	06/01/2008
Additional Insured-Lessor	PFA-012-GEN	12/01/2008
Towing and Labor Costs Coverage	PFA-011-GEN	01/01/2008
Loss Payable Clause	PFA-013-GEN	01/01/2008
Rental Vehicle Coverage	PFA-067-NY	06/01/2008
Full Coverage Window Glass	PFA-062-NY	06/01/2008
Rating Information	PFA-064-NY	01/01/2009
Notice of Availability of SUM Coverage	PFA-051-NY	06/01/2008
Notice of Availability of OBEL	PFA-055-NY	08/01/2008
Commission Disclosure Notice	PFA-026-NY	09/01/2008
Declarations Page	PHVH-999-NY	08/01/2007
Notice of Availability of SSL	PFA-056-NY	08/01/2008
Accident Prevention Course Discount Notice	PFA-071-NY	09/01/2008
Motor Vehicle Law Enforcement Fee Notice	PFA-072-NY	05/01/2009
Compulsory Insurance Warning	PFA-073-NY	09/01/2008
DUI Warning Notice	PFA-074-NY	09/01/2008

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## ADDITIONAL INSURED/LEINHOLDER INFORMATION

Additional Insured / Loss Payee

VW CREDIT

PO BOX 277

Minneapolis, MN 55440-0277

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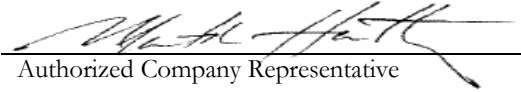
Joseph Member

Jane Member

Policy Number      **PA0987654301**

Prior Annual Premium	<b>\$3,080</b>
Revised Annual Premium	<b>\$3,697</b>
Motor Vehicle Law Enforcement Fees	<b>\$20</b>
Surplus Contribution	<b>\$148</b>
Grand Total	<b>\$3,865</b>

YOU WILL BE BILLED SEPARATELY FOR ANY PREMIUM DUE.

  
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:** PA0987654301

Your annual premium for the above policy already reflects the premium discounts below:

Premium Reduction Discount	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
Accident Prevention Course				
No-Fault Work Loss Reduction				
Anti-Lock Brakes	\$26	\$22		
Passive Restraint	\$1	\$1		
Anti-Theft Device	\$12			
Daytime Running Lights	\$26	\$22		

Your annual premium for the above policy already reflects the surcharges below:

Premium Surcharge	Date of Accident/Conviction
Total Amount of Surcharge	\$0

Your premium 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 Safe Driver Insurance Plan. The attached description of our Safe Driver Insurance Plan 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.



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- Bankruptcy
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- Transfer of Your Interest in This Policy
- Two or More Auto Policies

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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Ross Buchmueller  
President and CEO





# 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.** Definition **K.** is replaced by the following:

**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 that is predominantly used for non-business purposes.
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 the coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if Collision Coverage applies to at least one auto listed on the Declarations. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

# Amendment of Private Fleet Automobile Provisions – New York

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- (2) Four days after you become the owner if Collision Coverage does not apply to at least one auto. If you comply with the four day requirement and a loss occurs before you ask 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 Other Than Collision Coverage applies to at least one auto listed on the Declarations. 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 Other Than Collision Coverage does not apply to at least one auto. If you comply with the 4 day requirement and a loss occurs before you ask us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.
- D. The following definitions are added:
  - 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.
  - P. "Regular use vehicle" means a vehicle used for general transportation, including:
    - 1. Driven to work, school or to perform errands; or
    - 2. Used during the course of your business or occupation; or
    - 3. Used as a substitute or back-up for any vehicle used as 1. or 2. above.
- E. 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:

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## 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":

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 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:

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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:

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:

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- 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.
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 following provision is added:

### **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.** 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".
- B.** The **TRANSPORTATION EXPENSES** Provision is replaced by the following:  
**TRANSPORTATION EXPENSES AND TEMPORARY EMERGENCY LIVING**
1. In addition, we will pay, without application of a deductible, up to a maximum of \$5,000 for reasonable additional expenses you incur for:
    - a. Transportation expenses;
    - b. Meals, lodging and phone expenses if you are more than 50 miles from your closest residence; and
    - c. 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.
  - (2) "Collision" only if Collision Coverage is provided for an auto on your Declarations.
2. 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.
- C.** 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:

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

However, this Provision (2.) does not apply to a replacement vehicle for the 3 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 3 day period, we will extend the period 1 day:

- a. Saturday;
  - b. Sunday; or
  - 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.

## **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"; and
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.

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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 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.

**D. The Exclusions Provision is amended as follows:**

Exclusion 5. does not apply.

**E. The following Exclusions are added**

14. The actual or perceived loss in market or resale value of an auto which results from a direct or accidental loss.
15. Loss to a "collector auto" caused by insects, birds or vermin, inherent defect, dampness, mildew, mold, rot or rust, temperature extremes or gradual deterioration.  
This Exclusion 15. does not apply to loss to a "collector auto" caused by dampness, mildew, mold, or rot if such damage is a result of a covered loss.
16. 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.

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

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.



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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, no deductible will apply if an Agreed Value is stated in the Declarations.
3. An auto will be considered a Total Loss when:
  - 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.

**G.** 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.

**H.** The **Appraisal** Provision is replaced by the following:

1. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute. The demand must be in accordance with the Mediation provision found in part F of the policy. Mediation must be completed before a demand for appraisal can be made.
2. In the event of a demand for appraisal, each party will select an impartial appraiser. The appraisers will state separately the actual cash value and the amount of the loss. If they fail to agree, they will submit their differences to the umpire. The two appraisers will select an umpire. A decision agreed to by any two will be binding. Each party will:
  - a. Pay its chosen appraiser; and
  - b. Bear the expenses of the appraisal and the umpire equally.
3. We do not waive any of our rights under this policy by agreeing to an appraisal.

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

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:

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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.

## 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".
- C. The **Policy Period and Territory** Provision is replaced by the following:

### **POLICY PERIOD AND TERRITORY**

1. This policy applies only to accidents and losses which occur:
  - a. During the policy period as shown in the Declarations; and
  - b. Anywhere in the world.
2. 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:
  - a. 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 other countries such as Mexico, 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.**

- b. 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."

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

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## 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
  - 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) 1 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 1 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.

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## **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.
3. The notice required by Parts **1.**, **2.** and **3.** 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.
- E.** 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.
- F.** The following provisions are 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.

### **MEDIATION**

In any claim filed with us for:

1. Loss resulting from “bodily injury” in an amount of \$10,000 or less;

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2. “Property damage”; or
3. Loss to “your covered auto” or any “non-owned auto”;

Either party may demand mediation of the claim, prior to taking legal action. The request must state:

1. Why mediation is being requested; and
2. The issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within 7 days after a party has given notice of a demand to mediate the dispute, any party may apply to the JAMS Mediation Service, or such other organization or person agreed to by the parties in writing, for appointment of a mediator.

The mediator will notify the parties of the date, time and place of the mediation conference. This conference will be held within 45 days of the mediation request. If feasible, the conference may be held by telephone.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

1. Have authority to make a binding decision; and
2. Mediate in good faith.

If the mediator determines that both parties have mediated in good faith, the costs of the mediation shall be shared equally by both parties



# Supplementary Uninsured/Underinsured Motorists Endorsement – 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 payment of the premium for this coverage, to provide Supplementary Uninsured/Underinsured Motorists (SUM) coverage, subject to the following terms and conditions:

## INSURING AGREEMENTS

**I. Definitions.** For purposes of this SUM endorsement, the following terms have the following meanings:

**(a) Insured.** The unqualified term "insured" means:

- (1) You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
- (2) Any other person while occupying:
  - (i) A motor vehicle insured for SUM under this policy; or
  - (ii) Any other motor vehicle while being operated by you or your spouse; and
- (3) Any person, with respect to damages such person is entitled to recover, because of bodily injury to which this coverage applies sustained by an insured under Paragraph (1) or (2) above.

**(b) Bodily Injury.** The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.

**(c) Uninsured Motor Vehicle.** The term "uninsured motor vehicle" means a motor vehicle that, through its ownership, maintenance or use, results in bodily injury to an insured, and for which:

- (1) No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or
- (2) Neither owner nor driver can be identified (including a hit-and-run vehicle), and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
  - (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 the Company a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
  - (ii) At the request of the Company, the insured or the insured's legal representative makes available for inspection the automobile the insured was occupying at the time of the accident; or
- (3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:
  - (i) The amount of such insurance coverage or bond is less than the third-party bodily injury liability limit of this policy; or

# Supplementary Uninsured/Underinsured Motorists Endorsement – New York

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- (ii) The amount of such insurance coverage or bond has been reduced, by payments to other persons injured in the accident, to an amount less than the third-party bodily injury liability limit of this policy; or
- (iii) The insurer writing such insurance coverage or bond denies coverage, or such insurer is or becomes insolvent.

The term "uninsured motor vehicle" does not include a motor vehicle that is:

- (1) Insured under the liability coverage of this policy; or
  - (2) Owned by you, as the named insured, or your spouse residing in your household; or
  - (3) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the third-party bodily injury liability limits of this policy; or
  - (4) Owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or
  - (5) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or
  - (6) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.
- (d) **Occupying.** The term "occupying" means in, upon, entering into, or exiting from a motor vehicle.
- (e) **State.** The term "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

## II. Damages for Bodily Injury Caused by Uninsured Motor Vehicles

We will pay all sums that the insured or the insured's legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, caused by an accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this SUM endorsement.

## III. SUM Coverage Period and Territory

This SUM coverage applies only to accidents that occur:

- 1. During the policy period shown in the Declarations; and
- 2. In the United States, its territories or possessions, or Canada.

## EXCLUSIONS

This SUM coverage does **not** apply:

- 1. To bodily injury to an insured, including care or loss of services recoverable by an insured, if such insured, such insured's legal representatives, or any person entitled to payment under this coverage, without our written consent, settles any lawsuit against any person or organization that may be legally liable for such injury, care or loss of services, but this provision shall be subject to Condition 10.
- 2. To bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for SUM coverage by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.
- 3. For non-economic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.

# Supplementary Uninsured/Underinsured Motorists Endorsement – New York

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## CONDITIONS

1. **Policy Provisions.** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this SUM coverage except: "Duties After an Accident or Loss"; "Fraud"; and "Termination" if applicable.
2. **Notice and Proof of Claim.** As soon as practicable, the insured or other person making claim shall give us written notice of claim under this SUM coverage.  
  
As soon as practicable after our written request, the insured or other person making claim shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details we need to determine the SUM amount payable.  
  
The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person we name and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice of claim.
3. **Medical Reports.** The insured shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured's incapacity, such insured's legal representative (or in the event of such insured's death, the insured's legal representative or the person or persons entitled to sue therefor), shall upon each request from us authorize us to obtain relevant medical reports and copies of relevant records.
4. **Notice of Legal Action.** If the insured or such insured's legal representative brings any lawsuit against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.
5. **SUM Limits.** The SUM limits payable under this SUM endorsement shall be:
  - (a) The SUM limits stated in the Declarations; or
  - (b) If the bodily injury results in death, we will provide SUM limits of the higher of the SUM limits stated in the Declarations, or \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.
6. **Maximum SUM Payments.** Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:
  - (a) The SUM limits; and
  - (b) The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

The SUM limit shown on the Declarations for "Each Person" is the amount of coverage for all damages due to bodily injury to one person. The SUM limit shown under "Each Accident" is, subject to the limit for each person, the total amount of coverage for all damages due to bodily injury to two or more persons in the same accident.



# Supplementary Uninsured/Underinsured Motorists Endorsement – New York

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7. **Non-Stacking.** Regardless of the number of vehicles involved, persons covered, claims made, vehicles or premiums shown in this policy, or premium paid, the limits, whether for uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage, shall never be added together or combined for two or more vehicles to determine the extent of insurance coverage available to an insured injured in the same accident.
8. **Priority of Coverage.** If an insured is entitled to uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage under more than one policy, the maximum amount such insured may recover shall not exceed the highest limit of such coverage for any one vehicle under any one policy, and the following order of priority shall apply:
- (a) A policy covering a motor vehicle occupied by the injured person at the time of the accident;
  - (b) A policy covering a motor vehicle not involved in the accident under which the injured person is a named insured; and
  - (c) A policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.
- Coverage available under a lower priority policy applies only to the extent that it exceeds the coverage of a higher priority policy.
9. **Exhaustion Required.** Except as provided in Condition 10, we will pay under this SUM coverage only after the limits of liability have been used up under all motor vehicle bodily injury liability insurance policies or bonds applicable at the time of the accident in regard to any one person who may be legally liable for the bodily injury sustained by the insured.
10. **Release or Advance.** In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.
- We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the insured and any additional amounts paid under this SUM coverage. Any excess above those amounts shall be paid to the insured.
- An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.
11. **Non-Duplication.** This SUM coverage shall not duplicate any of the following:
- (a) Benefits payable under workers' compensation or other similar laws;
  - (b) Non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law;
  - (c) Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;
  - (d) Any valid or collectible motor vehicle medical payments insurance; or
  - (e) Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury liability insurance policies or bonds.

# Supplementary Uninsured/Underinsured Motorists Endorsement – New York

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- 12. Arbitration.** If any insured making claim under this SUM coverage and we do not agree that such insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, or do not agree as to the amount of payment that may be owing under this SUM coverage, then, at the option and upon written demand of such insured, the matter or matters upon which such insured and we do not agree shall be settled by arbitration, administered by the American Arbitration Association, pursuant to procedures prescribed or approved by the Superintendent of Insurance for this purpose.

If, however, the maximum amount of SUM coverage provided by this endorsement equals the amount of coverage required to be provided by section 3420(f)(1) of the New York Insurance Law and Article 6 or 8 of the New York Vehicle and Traffic Law, then such disagreement shall be settled by such arbitration procedures upon written demand of either the insured or us.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and any such insured and we each agree to be bound by any award made by the arbitrator as to this SUM coverage. For purposes of this Condition, the term "insured" includes any person authorized to act on behalf of the insured.

- 13. Subrogation.** If we make a payment under this SUM coverage, we 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 **10**, such person shall do nothing to prejudice this right.
- 14. Payment of Loss by Company.** We shall pay any amount due under this SUM coverage to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.
- 15. Action Against Company.** No lawsuit shall lie against us unless the insured or the insured's legal representative has first fully complied with all the terms of this SUM coverage.
- 16. Survivor Rights.** If you or your spouse, if a resident of the same household, dies, this SUM coverage shall cover:
- (a) The survivor as named insured;
  - (b) The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and
  - (c) Any relative who was an insured at the time of such death.



# 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:

1. "Bodily injury" not resulting in death; or
2. "Property damage";

# Single Liability Limit – New York

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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.



# Single Supplementary Uninsured Motorists Limit – New York

This endorsement changes the policy. Please read it carefully

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Conditions **5.** and **6.** in the Supplementary Uninsured/Underinsured Motorists Endorsement – New York are replaced by the following:

## CONDITIONS

**5. SUM Limit.** The SUM limit payable under this SUM endorsement shall be:

- (a) The SUM limit stated in the Declarations; or
- (b) If the bodily injury results in death, we will provide a SUM limit of the higher of the SUM limit stated in the Declarations, or \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

**6. Maximum SUM Payments.** Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

- (a) The SUM limit; and
- (b) The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

The SUM limit shown on the Declarations is the amount of coverage for all damages due to bodily injury in any one accident.



# 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;
- (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;

# Personal Injury Protection Coverage – New York

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- (c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
  - (d) Any person while occupying a motorcycle;
  - (e) Any person who intentionally causes his or her own personal injury;
  - (f) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law); or
  - (g) Any person while:
    - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
    - (ii) Operating a motor vehicle in a race or speed test; or
    - (iii) Operating or occupying a motor vehicle known to that person to be stolen; or
    - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises;
  - (h) The named insured or relative while not occupying a motor vehicle or a motorcycle when struck by a motorcycle in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;
  - (i) Any New York State resident other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner or a relative of the owner of a motor vehicle insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act.
  - (j) Any New York State resident other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect.

## Other Definitions

When used in reference to this coverage:

- (a) "The insured motor vehicle" means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;
- (b) "Motorcycle" means a vehicle as defined in section 123 of the New York Vehicle and Traffic Law, and which is required to carry financial security pursuant to article 6, 8, or 48-A of the Vehicle and Traffic Law;
- (c) "Motor vehicle" means a motor vehicle, as defined in section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any motor vehicle not required to carry financial security pursuant to article 6, 8, or 48-A of the Vehicle and Traffic Law, or a motorcycle as defined above;
- (d) "Named insured" means the person or organization named in the declarations;
- (e) "Occupying" means in or upon or entering into or alighting from;



# Personal Injury Protection Coverage – New York

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- (f) "Personal injury" means bodily injury, sickness or disease;
- (g) "Relative" means a spouse, child, or other person related to the named insured by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the insured's household, including any such person who regularly resides in the household, but is temporarily living elsewhere; and
- (h) "Use or operation" of a motor vehicle or a motorcycle includes the loading or unloading of such vehicle.

## Conditions

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

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

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

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

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

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

# Personal Injury Protection Coverage – New York

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

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

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

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

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

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

## Section II

### Excess Coverage

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

# Personal Injury Protection Coverage – New York

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## Section III

### Constitutionality

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

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



# Additional Personal Injury Protection Coverage – New York

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The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the mandatory Personal Injury Protection Coverage – New York Endorsement not expressly modified in this endorsement, as follows:

## **Additional Personal Injury Protection**

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

## **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 while occupying the insured motor vehicle; or
- (d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

## **Exclusions**

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;
- (c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;
- (d) Any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of 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;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law); or
- (h) Any person while:

# Additional Personal Injury Protection Coverage – New York

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- (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
- (ii) Operating a motor vehicle in a race or speed test;
- (iii) Operating or occupying a motor vehicle known to him to be stolen; or
- (iv) Repairing, servicing, or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

## **Additional First-Party Benefits**

Additional first-party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or worker's compensation benefits or disability benefits under article 9 of the New York Worker's Compensation Law, which amounts have not been applied to reduce first-party benefits recovered or recoverable under basic economic loss;
- (c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

## **Extended Economic Loss**

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories, or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and Article 51 of the New York Insurance Law;
- (b) The difference between:
  - (i) Basic economic loss; and
  - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations;
- (c) An additional death benefit in the amount set out in the declarations.

## **Two Or More Motor Vehicles Insured Under This Policy**

The limit of liability under this coverage applicable to injuries sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, the insured motor vehicle shall be as stated in the declarations for that insured motor vehicle. The limit of liability for injuries covered by this endorsement and sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, a motor vehicle, other than the insured motor vehicle, shall be the highest limit stated for this coverage in the declarations for any insured motor vehicle under this policy.

## **Arbitration**

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

# Additional Personal Injury Protection Coverage – New York

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## **Subrogation**

In the event of any payment for extended economic loss, the Company is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

## **Other Coverage; Non-Duplication**

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this Additional Personal Injury Protection Coverage – New York Endorsement shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first-party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same elements of loss.



## Additional Insured - Lessor

This endorsement changes the policy. Please read it carefully.

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

Any liability and any required no-fault coverages afforded by this policy for "your leased auto" also apply to the lessor named in the Declarations as an additional insured. This insurance is subject to the following additional provisions:

1. We will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:
  - (a) you or any "family member", or
  - (b) any other person except the lessor or any employee or agent of the lessor using "your leased auto".
2. "Your leased auto" means:
  - (a) an auto shown in the Declarations or in this endorsement which you lease for a continuous period of at least six months under a written agreement which requires you to provide primary insurance for the lessor, and
  - (b) any substitute or replacement auto furnished by the lessor named in this endorsement.
3. If we terminate this policy, notice will also be mailed to the lessor.
4. The lessor is not responsible for payment of premiums.
5. The designation of the lessor as an additional insured shall not operate to increase our limits of liability.

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



# 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.



**pure**<sup>®</sup> Loss Payable Clause  
This endorsement changes the policy. Please read it carefully.

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

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto." However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

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.

## EXCLUSIONS

No Rental Vehicle Coverage shall be provided:

1. Arising beyond the geographic limitations of the policy to which Rental Vehicle Coverage is endorsed;

# Rental Vehicle Coverage Endorsement— New York

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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.



# Rating Information – New York

Page 1

Your auto has been classified as indicated on the policy declarations page. The information on the following pages explains the components of the classification plan, and can help you determine how we classified each auto you insure with us. We established the classification based on statements made by or on behalf of you.

This classification is one of the components we use in developing your premiums for the following coverages: Bodily Injury and Property Damage Liability (or Single Limit Liability), Personal Injury Protection, Medical Payments, Other than Collision, and Collision.

## **OPERATOR CLASSIFICATION (Age, Gender, Marital Status)**

<b>No Youthful Operator Male/Female Married/Unmarried</b>
Principal Operator Age 81 or Over Principal Operator Age 76 to 80 Principal Operator Age 71 to 75 Principal Operator Age 66 to 70 Principal Operator Age 61 to 65 Principal Operator Age 56 to 60 Principal Operator Age 51 to 55 Principal Operator Age 46 to 50 Principal Operator Age 41 to 45 Principal Operator Age 36 to 40 Principal Operator Age 31 to 35 Principal Operator Age 30

# Rating Information – New York

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<b>Youthful Operator Male/Female Married/Unmarried</b>
Principal Operator Age 29 Principal Operator Age 28 Principal Operator Age 27 Principal Operator Age 26 Principal Operator Age 25 Principal Operator Age 24 Principal Operator Age 23 Principal Operator Age 22 Principal Operator Age 21 Principal Operator Age 20 Principal Operator Age 19 Principal Operator Age 18 Principal Operator Age 17 Principal Operator Age 16 or less
<b>USE CLASSIFICATION</b>
Pleasure Use Drive to Work Business Use Farm Use

## A. Classification Definitions

1. BUSINESS USE means that the use of the auto is required by or customarily involved in the duties of the applicant or any other person customarily operating the auto, in an occupation, profession or business, other than going to or from the principal place of occupation, profession or business.
2. FARM USE means the auto is principally garaged on a farm or ranch; and
  - a. It is not customarily used in going to or from work other than farming or ranching, or driving to or from school; and
  - b. It is not customarily used in any occupation other than farming or ranching.
3. PLEASURE USE means:
  - a. No BUSINESS USE.
  - b. Personal use including driving to or from work or school:
    - (1) Less than 3 road miles one way; and
    - (2) 3 or more, but less than 15, road miles one way for not more than 2 days per week or not more than 2 weeks in any 5 week period.
4. DRIVE TO WORK means:
  - a. No BUSINESS USE.
  - b. Personal use including driving to or from work or school.
5. YOUTHFUL OPERATOR means an applicant or any other operator resident in the same household as the applicant, who customarily operates the auto, and is one of the following:

# Rating Information – New York

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- a. YOUTHFUL UNMARRIED FEMALE OPERATOR – unmarried female under 30 years of age who is not an owner or principal operator;
- b. YOUTHFUL UNMARRIED FEMALE OWNER OR PRINCIPAL OPERATOR – unmarried female under 30 years of age who is an owner or principal operator;
- c. YOUTHFUL MARRIED MALE OPERATOR – married male under 30 years of age;
- d. YOUTHFUL UNMARRIED MALE OPERATOR – unmarried male under 30 years of age who is not an owner or principal operator;
- e. YOUTHFUL UNMARRIED MALE OWNER OR PRINCIPAL OPERATOR – unmarried male under 30 years of age who is an owner or principal operator.

## Classification Notes:

A person in active military service with the armed forces of the United States of America is not considered a resident in the applicant's household unless this person customarily operates the auto.

## B. Safe Driver Insurance Plan

The Plan under which your policy is rated uses past experience, accidents and convictions, as part of the determination of your premium cost. The point system described below has been established under which those drivers that have no points receive the lowest premiums. Higher premiums are charged for other drivers based upon the number of points they have accumulated during the experience period.

### 1. Convictions

Points shall be assigned for convictions during the experience period for motor vehicle violations of the applicant or any other currently resident operator.

- a. Ten points are assigned for conviction of:
  - (1) Operating a motor vehicle while intoxicated or impaired by the consumption of alcohol or impaired by the use of a drug; or
  - (2) Leaving the scene of an incident without reporting it; or
  - (3) Homicide or assault arising out of the use or operation of a motor vehicle or criminal negligence in the use or operation of a motor vehicle resulting in the injury or death of another person, or;
  - (4) Operating a motor vehicle insured under the policy without a valid license in effect, except when the person convicted had possessed a valid license which had expired and was subsequently renewed, or during a period of revocation or suspension thereof, or in violation of the limitations applicable to a license issued pursuant to article twenty-one or article twenty-one-a of the vehicle and traffic law.
  - (5) Operating a motor vehicle in excess of the speed limit, or in a reckless manner, where injury or death results therefrom.
  - (6) A racing violation.
- b. Three points are assigned for conviction of speeding 5 miles per hour over the speed limit.
- c. Four points are assigned for conviction of an equipment violation.

### 2. Accidents

Points shall be assigned for each accident that occurred during the experience period, involving the applicant or any current resident operator, while operating an auto.

Six points are assigned for each at-fault auto accident that results in:

- (1) Bodily injury, or death; or

# Rating Information – New York

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- (2) Total damage to all property including his or her own:
  - (a) In excess of \$600 if such accident occurred prior to August 1, 1991; or
  - (b) In excess of \$1,000 if such accident occurred on or after August 1, 1991.

## EXCEPTIONS

- a. No points are assigned for accidents incurred by an operator demonstrated to be a named insured or a principal operator of an auto insured under a separate policy; and
- b. No points are assigned for accidents occurring under the following circumstances:
  - (1) Auto lawfully parked; or
  - (2) Applicant, owner or other resident operator involved in an accident, or the insurer:
    - (a) Is reimbursed by or on behalf of a person involved in the accident, or
    - (b) Has judgment against such person, equal to 33 1/3% or more of the value of the insured's property damage claim. For the purpose of this Exception, the value of the property damage claim is defined as the lesser of the adverse carrier's or the insured's estimate.

If you receive reimbursement from, or have a judgment against, a person responsible for the accident, you should notify us. You may be entitled to a refund of the surcharge for the accident.
  - (3) Auto of an applicant or other operator resident in the same household struck in rear by another vehicle, and the applicant or other resident operator has not been convicted of a moving traffic violation in connection with this accident; or
  - (4) Operator of the other auto involved in the accident was convicted of a moving traffic violation and the applicant resident operator was not convicted of a moving traffic violation in connection with the accident; or
  - (5) Auto operated by the applicant or other operator if struck by a "hit and run" vehicle, if the accident is reported to the proper authority within 24 hours by the applicant or resident operator; or
  - (6) Accidents involving damage by contact with animals or fowl; or
  - (7) Accidents involving physical damage, limited to and caused by flying gravel, missiles, or falling objects; or
  - (8) Accidents occurring when using any vehicle in the performance of his/her duty if the operator at the time of the accident was:
    - (a) A paid or volunteer member of any police or fire department, first aid squad, or of any law enforcement agency, or
    - (b) Performing any other function on behalf of the state, any political subdivision thereof, a public authority, public benefit corporation, or any other governmental agency or instrumentality in a public emergency; or
  - (9) Accident results in payments under Personal Injury Protection or Additional Personal Injury Protection and applicant or other operator residing in the same household is not at fault; or
  - (10) Accident occurring while the applicant or other resident operator operates a vehicle for hire or a motor vehicle other than a private passenger auto, and the accident occurs in the course of employment and did not result in a conviction for a moving traffic violation; or
  - (11) Claims for which the operator is not at fault – The establishment of a reserve shall not in itself imply that the operator was at fault; or



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- (12) If the operator at the time of the accident was an employee operating a motor vehicle used for business purposes in the course of employment and in the discharge of the employee's duties at the time of the accident.

This surcharge exception does not apply if the accident is determined to have been caused by the intentional action or gross negligence of the insured.

For purposes of this rule only, the term "gross negligence" shall not mean the insured's failure to refuse to drive or operate a vehicle which has a defective condition that is known to the insured, provided the insured has reported such defective condition to the insured's immediate supervisor or employer.

### 3. Refund Of Surcharged Premium

If a point has been assigned in accordance with one of the following situations, we shall refund to you the increased portion of the premium generated by the point. All such refunds shall be the portion of the premium due to the surcharge for all policy periods since the inception of the surcharge.

- a. If the point is assigned for an accident and it is later determined that the accident falls under one of the exceptions listed above, or
- b. If the point is assigned for a conviction and the conviction is ultimately reversed, or
- c. If the point is assigned through mistake, misinformation, carelessness or other error, or
- d. If the insurer has established a reserve but no claim was submitted for a period of three years after the date of the incident, or the statute of limitations has run out and no suit has been filed.

### 4. Experience Period

The experience period shall be the three years ending on the last day of the fourth month preceding the month in which the policy is effective.

## C. Premium Discounts

1. A 1% discount on Comprehensive Coverage is afforded for vehicles equipped with an eligible active anti-theft device.
2. A 10% discount on Comprehensive Coverage is afforded for vehicles equipped with an eligible passive anti-theft disabling device.
3. A 15% discount on Comprehensive Coverage is afforded for vehicles equipped with an operational anti-theft and recovery device.

If a vehicle is equipped with more than one of the qualifying anti-theft devices in Sections 1. through 3. above, the largest discount the vehicle is eligible for will be afforded.

4. A 5% discount on Comprehensive Coverage is afforded for vehicles on which a Vehicle Identification Number or other unique identifying symbol has been etched on at least the windshield, door glass, rear window, T-top and moon/sun roof.
5. A discount on Personal Injury Protection and Medical Payments premiums is afforded for private passenger autos equipped with eligible factory installed automatic occupant restraints, conforming to the federal crash protection requirements. Discounts are provided for restraint systems meeting the criteria of either below:

A 1% discount shall be afforded when the restraints are installed in both front outboard seat positions.

6. A 10% Accident Prevention Course Discount is afforded on Bodily Injury and Property Damage Liability (or Single Limit Liability), Personal Injury Protection (PIP), and Collision coverage premiums if the principal operator(s) of the auto presents to the insurer a completion certificate dated within the last 36 months certifying that he/she has successfully completed an approved driver improvement course.

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7. A discount is afforded for those private passenger autos equipped with factory installed two or four wheel Anti-Lock Braking Systems (ABS). The discount by coverage is as follows:
  - a. Bodily Injury Liability – 4%
  - b. Property Damage Liability - 2%
  - c. Personal Injury Protection (PIP) – 4%
  - d. Collision coverage – 2%
8. A 3% discount is afforded on Bodily Injury Liability, Property Damage Liability (or Single Limit Liability), Personal Injury Protection, Medical Payments and Collision coverage premiums for those private passenger autos equipped with factory installed daytime running lights (DRL).
9. A discount is afforded for those Youth Operators who has successfully completed a driver training course. The discount by coverage is as follows:
  - a. Bodily Injury Liability – 9%
  - b. Property Damage Liability - 8%
  - c. Personal Injury Protection (PIP) – 20%
  - d. Collision coverage – 6%
10. A 6% discount is afforded on Bodily Injury Liability, Property Damage Liability (or Single Limit Liability), Personal Injury Protection, Medical Payments and Collision coverage premiums if the owner or operator is:
  - a. At least 16 years of age, and
  - b. A full time high school, college or university student, and
  - c. Maintains a “B” average, or its equivalent.
11. A 6% discount is afforded on Bodily Injury Liability, Property Damage Liability (or Single Limit Liability), Personal Injury Protection, Medical Payments and Collision coverage premiums if the owner or operator resides at an educational institution over 100 miles from the automobile’s place of principal garaging.
12. A 3% discount is afforded on Bodily Injury Liability, Property Damage Liability (or Single Limit Liability), Personal Injury Protection, Medical Payments and Collision coverage premiums if all rated drivers in the household have no at-fault and not-at-fault accidents during the past 3 years.
13. A 5% discount is afforded on Bodily Injury Liability, Property Damage Liability (or Single Limit Liability), Personal Injury Protection, Medical Payments and Collision coverage premiums if all rated drivers in the household have no at-fault and not-at-fault accidents during the past 5 years.
14. A 25% discount on each coverage is afforded for each auto on the policy if the policy covers more than one automobile.
15. A 10% discount is afforded on the Personal Injury Protection coverage premium for all automobiles insured on the policy if the Named Insured or spouse is eligible for payment of work loss through an eligible contract or voluntary plan with their employer because of personal injury arising out of the use of a motor vehicle.
16. A 25% discount is afforded on the Other-Than-Collision (Comprehensive) coverage premium if the automobile is kept in a facility dedicated to the storage of high valued vehicles and is equipped with 24 hour security.
17. A discount is afforded on Bodily Injury Liability, Property Damage Liability (or Single Limit Liability), Personal Injury Protection, Medical Payments, Collision, and Comprehensive coverage premiums if the Named Insured has another eligible policy with us. The discounts are as follows:

# Rating Information – New York

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- a. Homeowners – 5%
- b. Umbrella Liability – 2%

## **D. Multi-Tier Rating Program Disclosure**

1. We utilize a multi-tier rating program in New York. The term "multi-tier" simply means that there are several pricing levels depending on the characteristics of each individual policy. Your policy declarations page shows the rating tier your policy has been assigned to. Each policy is individually evaluated for tier placement based upon the characteristics of the risk.
2. Your policy rating tier is determined by an underwriting criteria, which is based on factors such as driving record points, youthful drivers, and any performance vehicles on the policy, and a financial responsibility criteria based on an insurance score obtained from a consumer report.
3. The policy rating tier ranges from 3 to 20, with 9 being the neutral rating tier. The higher the rating tier, the higher the policy premium will be.
4. If you have any questions, please contact PURE Member Services at **(888) 813-PURE**.



# New York Required Notice Of Availability Of Supplementary Uninsured/Underinsured Motorists Coverage

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**Company:** Privilege Underwriters Reciprocal Exchange

New York law permits you to make certain decisions regarding Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured (SUM) Motorists Coverage. This document describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured (SUM) Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

## **A. Uninsured Motorists Coverage**

Uninsured Motorists Coverage provides insurance protection to an insured for damages which the insured or the insured's legal representative is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Your motor vehicle liability insurance policy includes Uninsured Motorists Coverage applicable to motor vehicle accidents that occur within the State of New York at limits of at least \$25,000 per person/\$50,000 per accident, unless you elect to purchase Supplementary Uninsured/Underinsured (SUM) Motorists Coverage described below.

## **B. Supplementary Uninsured/Underinsured Motorists Coverage**

For additional protection under your policy, Supplementary Uninsured/Underinsured (SUM) Motorists Coverage is available. SUM Coverage can provide protection at higher limits than are available under Uninsured Motorists Coverage and provides protection with respect to automobile accidents that occur both in and out of New York State.

## **C. Basics Of SUM Coverage**

You should consider purchasing Supplementary Uninsured/Underinsured (SUM) Motorists Coverage in order to protect against the possibility of an accident involving another motor vehicle whose owner or operator was negligent and who:

1. May have no insurance whatsoever; or
2. Even if insured, is only insured for third party bodily injury at relatively low liability limits, in comparison to the policyholder's own liability limits for bodily injury sustained by third parties.

By purchasing SUM Coverage, which cannot be purchased in an amount exceeding the amount of third party liability coverage purchased, the policyholder and any insured under the policy can:

1. Be protected for bodily injury to themselves, up to the limit of the SUM Coverage purchased; and
2. Receive from the policyholder's own insurer payment for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.

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

## D. Examples

The following examples (using the per person limits) illustrate the proper application of SUM Coverage:

### 1. Example One

Insured's Bodily Injury Damages	\$ 300,000
Insured's Liability Limit	\$ 500,000
Insured's SUM Limit	\$ 250,000
Other Motor Vehicle Liability Limit	\$ 25,000

**Note:**  
In this example, the insured has purchased the maximum amount of SUM Coverage that must be offered by the insurer, provided that the insured has purchased bodily injury liability limits of at least \$250,000. Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle, and \$225,000 (\$250,000 minus \$25,000) under the SUM Coverage, for a total recovery of \$250,000. However, in the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, the insured would collect \$250,000 in SUM Coverage from the insured's own insurer.  
But, if the owner or operator of the other motor vehicle was not negligent, the insured would receive no SUM payments.

### 2. Example Two

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

**Result:**  
Insured recovers \$25,000 from the negligent other motor vehicle owner or operator. But the insured receives nothing under the SUM Coverage, which equals the mandatory uninsured motorists coverage, since the other owner or operator's vehicle did not have less liability insurance than the insured's vehicle. If the insured's liability and SUM limits were both \$50,000, the insured would collect another \$25,000 in SUM Coverage from the insured's own insurer.

### 3. Example Three

Insured's Bodily Injury Damages	\$ 60,000
Insured's Liability Limit	\$ 100,000
Insured's SUM Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 50,000

**Result:**  
Insured recovers \$50,000 from the other negligent motor vehicle owner or operator and \$10,000 under the SUM Coverage, which is the difference between the amount of the insured's SUM Coverage and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of the insured's bodily injury damages.

### 4. Example Four

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

**Result:**

Suppose the insured and the other motor vehicle owner or operator were each 50 percent at fault for the accident, then the insured's total recovery would be \$75,000, in light of comparative negligence of the parties involved in the accident. The insured would recover \$25,000 from the other negligent motor vehicle owner or operator and \$50,000 under the SUM Coverage.

On the other hand, if the other motor vehicle owner or operator was totally at fault for the accident, the insured would recover \$25,000 from the negligent motor vehicle owner or operator and would then receive \$75,000 in SUM Coverage from the insured's own insurer. Had the insured purchased liability and SUM limits of \$150,000 or more, the SUM recovery would then be \$125,000.

If you elect to purchase SUM Coverage, please initial and select a SUM limit.

<b>(Initials)</b>
_____
<b>I select the following SUM Limits:</b>
\$ _____ per person, _____ per accident
<b>OR</b>
\$ _____ per accident

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

\_\_\_\_\_  
**Date**



# 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.





# Commission Disclosure Notice

## Important Notice Regarding Your Policy.

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We pay a commission to your agent for placing this policy with us. This commission is a percentage of the premium charged for the policy. The amount of the commission we pay your agent for this policy is 15%. We do not pay your agent a percentage on any surcharges to the policy as listed on your Declarations or any percentage of the surplus contribution.

An agent may not receive commission from an insurance company **and** a fee from a client for the same policy. If you suspect such activities please report them to us immediately.

This notice does not change the terms and conditions of your policy.



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

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**Company:** Privilege Underwriters Reciprocal Exchange

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**