



*This School insurance policy
has been prepared for:*

VOORHEESVILLE CENTRAL SCHOOL DISTRICT
ROUTE 85A
VOORHEESVILLE, NY 12186

*Presented by the Utica National
companies and your independent agent:*

TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
518 464 0059

**VOORHEESVILLE CENTRAL SCHOOL DISTRICT
ROUTE 85A
VOORHEESVILLE, NY 12186**

Dear Policyholder,

Thank you for choosing Utica National Insurance Group for your insurance needs. We understand that you have many choices and appreciate the trust you and your independent insurance agent place in us to provide security and protection for your business.

Your policy and related documents are enclosed. Please read them carefully. If you have any questions, please contact your agent directly. The contact information is listed below.

As we enter our second century of business, we work with your agent to provide you a customer experience that makes you feel appreciated and respected by providing real value to you, when you need us.

Thank you for your business.



Sincerely,



Richard Creedon, Esq.
President and CEO

**TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
518 464 0059**



Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.274.1914  

SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE NOTICE AND ELECTION

New York State law requires that upon written request of an insured, and upon payment of the premium, an insurer 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 (SSL) Insurance coverage.

Supplemental Spousal Liability insurance 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.

When elected, this coverage is included with 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: \$500,000
Insured's bodily injury damage claim paid to spouse: \$75,000
Insured's bodily injury policy coverage limit available
to all other claimants injured in the same accident: \$425,000

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 Liability premium for all vehicles insured on your policy. This additional premium can be calculated by multiplying the PREMIUM for LIABILITY coverage (under ITEM TWO on the attached COMMERCIAL AUTO COVERAGE PART - DECLARATIONS or GARAGE DECLARATIONS form) by .05. Please see your agent/broker if you have questions about this optional coverage.

NOTE: WE WILL EXCLUDE SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE FROM YOUR POLICY UNLESS YOU INDICATE TO US THAT YOU WANT IT AND AGREE TO PAY THE ADDITIONAL PREMIUM FOR IT.

ELECTION TO ADD/DELETE SUPPLEMENTAL SPOUSAL LIABILITY INSURANCE COVERAGE

- Please add SSL Coverage as outlined above to my policy.
- Please delete SSL Coverage from my policy.

Signature of Insured

Date

Signature of Insured

Date

This election will apply to your current policy and to any subsequent renewal of it unless/until you make a new election.



Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413



UTICA NATIONAL INSURANCE GROUP
 UTICA NATIONAL INS CO. OF OHIO
 180 GENESEE STREET
 NEW HARTFORD, NY 13413

U0401
 TEN EYCK GROUP
 1924 WESTERN AVENUE
 ALBANY, NY 12203
 518 464 0059

ITEM ONE

POLICY NUMBER: BAC 1400623
 RENEWAL OF BAC 1400623

NAMED INSURED: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

ADDRESS: ROUTE 85A
 VOORHEESVILLE, NY 12186

FORM OF BUSINESS: OTHER

BUSINESS DESCRIPTION: PUBLIC SCHOOL

POLICY PERIOD: FROM 07-01-21 TO 07-01-22 12:01 A.M. Standard Time at your address shown above.

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

COMMERCIAL AUTO COVERAGE PART — DECLARATIONS

ITEM TWO — SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only the following coverages which are indicated by a premium entry. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Auto Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS <small>(Entry of one or more symbols shows which autos are covered autos)</small>	LIMITS <small>THE MOST WE WILL PAY FOR ONE ACCIDENT OR LOSS (if no entry, see ITEM THREE)</small>	PREMIUM
LIABILITY	1	\$ 1,000,000	\$ 20,904
SUPPLEMENTAL SPOUSAL LIABILITY			
NEW YORK P.I.P. TOTAL	5	(See New York Supplemental Declarations 8-E-1821)	\$ 868
AUTO MEDICAL PAYMENTS			
UNINSURED MOTORISTS OR SUPPLEMENTARY UNINSURED/ UNDERINSURED MOTORISTS (SUM)	2	\$ 100,000	\$ 794
		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.	
PHYSICAL DAMAGE COVERAGE <small>(See Item Four For Hired or Borrowed Autos)</small>		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS:	
COMPREHENSIVE	2 8	Deductible FOR EACH COVERED AUTO	\$ 2,052
SPECIFIED CAUSES OF LOSS		Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	
COLLISION	2 8	Deductible FOR EACH COVERED AUTO	\$ 4,750
TOWING AND LABOR		Each disablement of a private passenger auto	
FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART: See 8-S-1018		PREMIUM FOR ENDORSEMENTS	\$ 250.00
		NY MOTOR VEHICLE LAW ENFORCEMENT FEE	\$ 390.00
		ESTIMATED TOTAL PREMIUM	\$ 30,008.00

BAC 51 8 1400623

Sharon C Peck

Authorized Representative

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Auto No. 075 04 E-Z DUMPER TRLR COST NEW OR SYMBOL **5H2S661434W006180** CLASS **68499** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
 Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 73.00		3.00			
Premium					
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>	<u>TOWING & LABOR</u>	<u>TOTAL PREMIUM</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		
Deductible Premium			Limit Premium		76.00

Auto No. 083 06 CHEVROLET P/U W/PLOW COST NEW OR SYMBOL **1GCHK24U86E110764** CLASS **01499** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **S**
 Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 734.00		29.00			
Premium					
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>	<u>TOWING & LABOR</u>	<u>TOTAL PREMIUM</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		
Deductible Premium	500	1000	Limit Premium		911.00
	38.00	90.00			

Auto No. 087 08 INT'L 59P B#112 COST NEW OR SYMBOL **4DRBUSKN38B634710** CLASS **6183** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
 Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 455.00		20.00			
Premium					
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>	<u>TOWING & LABOR</u>	<u>TOTAL PREMIUM</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		
Deductible Premium	500	1000	Limit Premium		581.00
	31.00	55.00			

Auto No. 088 08 CHEVROLET 8P B#C14 COST NEW OR SYMBOL **3GNGK26K18G142255** CLASS **6181** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
 Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 360.00		15.00			
Premium					
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>	<u>TOWING & LABOR</u>	<u>TOTAL PREMIUM</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		
Deductible Premium	500	1000	Limit Premium		439.00
	18.00	26.00			

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Auto No. 089 08 CHEVROLET 8P B#C15 COST NEW OR SYMBOL **35,848** CLASS **6181** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
3GNGK26K38G142256

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 360.00	15.00				
Premium					
<u>COMPREHENSIVE</u>			<u>STATED AMOUNT</u>		<u>TOTAL PREMIUM</u>
<u>SPEC. CAUSES COLLISION</u>			<u>SUBJECT TO CA9928</u>		
(Limit Stated in ITEM TWO Minus Ded.)				<u>LABOR</u>	
Deductible 500		1000	Limit		
Premium 18.00		26.00	Premium		439.00

Auto No. 090 08 CHEVROLET 8P B#C16 COST NEW OR SYMBOL **35,848** CLASS **6181** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
3GNGK26K58G142257

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 360.00	15.00				
Premium					
<u>COMPREHENSIVE</u>			<u>STATED AMOUNT</u>		<u>TOTAL PREMIUM</u>
<u>SPEC. CAUSES COLLISION</u>			<u>SUBJECT TO CA9928</u>		
(Limit Stated in ITEM TWO Minus Ded.)				<u>LABOR</u>	
Deductible 500		1000	Limit		
Premium 18.00		26.00	Premium		439.00

Auto No. 095 09 INT'L IC BUS COST NEW OR SYMBOL **117,022** CLASS **6183** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
4DRBUAAN39A119970

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 455.00	20.00				
Premium					
<u>COMPREHENSIVE</u>			<u>STATED AMOUNT</u>		<u>TOTAL PREMIUM</u>
<u>SPEC. CAUSES COLLISION</u>			<u>SUBJECT TO CA9928</u>		
(Limit Stated in ITEM TWO Minus Ded.)				<u>LABOR</u>	
Deductible 500		1000	Limit		
Premium 33.00		60.00	Premium		588.00

Auto No. 096 09 CHEVROLET SILVERADO COST NEW OR SYMBOL **38,275** CLASS **21499** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **S**
1GBJK74K59E107584

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 771.00	29.00				
Premium					
<u>COMPREHENSIVE</u>			<u>STATED AMOUNT</u>		<u>TOTAL PREMIUM</u>
<u>SPEC. CAUSES COLLISION</u>			<u>SUBJECT TO CA9928</u>		
(Limit Stated in ITEM TWO Minus Ded.)				<u>LABOR</u>	
Deductible 500		1000	Limit		
Premium 33.00		90.00	Premium		943.00

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Auto No. 097 10 IC BUS COST NEW OR SYMBOL **117,935** CLASS **6183** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
4DRBUAAN7AB234876

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Premium 455.00	20.00				
<u>COMPREHENSIVE</u>			<u>STATED AMOUNT</u>		<u>TOTAL PREMIUM</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		
Deductible Premium 500		1000	Limit Premium	<u>TOWING & LABOR</u>	
33.00		60.00			588.00

Auto No. 098 10 CHEVY COLLINS CUTAWA COST NEW OR SYMBOL **50,032** CLASS **6183** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
1GB6G2AG9A1146202

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Premium 455.00	20.00				
<u>COMPREHENSIVE</u>			<u>STATED AMOUNT</u>		<u>TOTAL PREMIUM</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		
Deductible Premium 500		1000	Limit Premium	<u>TOWING & LABOR</u>	
26.00		42.00			563.00

Auto No. 099 12 INT'L IC BUS COST NEW OR SYMBOL **122,331** CLASS **6183** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
4DRBUAAN3CB376547

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Premium 455.00	20.00				
<u>COMPREHENSIVE</u>			<u>STATED AMOUNT</u>		<u>TOTAL PREMIUM</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		
Deductible Premium 500		1000	Limit Premium	<u>TOWING & LABOR</u>	
66.00		151.00			712.00

Auto No. 100 12 INT'L IC BUS COST NEW OR SYMBOL **122,331** CLASS **6183** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
4DRBUAAN5CB376548

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Premium 455.00	20.00				
<u>COMPREHENSIVE</u>			<u>STATED AMOUNT</u>		<u>TOTAL PREMIUM</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		
Deductible Premium 500		1000	Limit Premium	<u>TOWING & LABOR</u>	
66.00		151.00			712.00

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Auto No. 101 10 COLLINS BUS COST NEW OR SYMBOL **50,620** CLASS **6183** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
1GB6G2AG9A1159497
 Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 455.00	20.00				
Premium					
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>		<u>TOWING & LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		<u>TOTAL PREMIUM</u>
Deductible 500		1000	Limit		
Premium 26.00		42.00	Premium		563.00

Auto No. 102 10 COLLINS BUS COST NEW OR SYMBOL **50,620** CLASS **6183** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
1GB6G2AGXA1158939
 Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 455.00	20.00				
Premium					
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>		<u>TOWING & LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		<u>TOTAL PREMIUM</u>
Deductible 500		1000	Limit		
Premium 26.00		42.00	Premium		563.00

Auto No. 103 12 INT'L IC CESB BUS COST NEW OR SYMBOL **119,784** CLASS **6183** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **S**
4DRBUSKN8CB623467
 Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 455.00	20.00				
Premium					
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>		<u>TOWING & LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		<u>TOTAL PREMIUM</u>
Deductible 500		1000	Limit		
Premium 66.00		151.00	Premium		712.00

Auto No. 104 13 INTERNATIONAL IC BUS COST NEW OR SYMBOL **115,736** CLASS **6183** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
4DRBUSKN2DB308357
 Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 455.00	20.00				
Premium					
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>		<u>TOWING & LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		<u>TOTAL PREMIUM</u>
Deductible 500		1000	Limit		
Premium 65.00		150.00	Premium		710.00

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Auto No. 105 13 INTERNATIONAL IC BUS ^{COST NEW}OR SYMBOL **115,736** CLASS **6183** ^{GVW}GCW ^{AGE}GROUP **6** ^{RADIUS}MILES **50** USE **C**
4DRBUSKN4DB308358

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 455.00	20.00				
Premium					
<u>COMPREHENSIVE</u>			<u>SPEC. CAUSES</u>		<u>COLLISION</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>STATED AMOUNT</u>		<u>TOWING &</u>
			<u>SUBJECT TO CA9928</u>		<u>LABOR</u>
Deductible 500		1000	Limit		<u>TOTAL PREMIUM</u>
Premium 65.00		150.00	Premium		710.00

Auto No. 106 13 CHEV SUBURBAN ^{COST NEW}OR SYMBOL **47,166** CLASS **6181** ^{GVW}GCW ^{AGE}GROUP **6** ^{RADIUS}MILES **50** USE **C**
1GNWK5EG3DR149924

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 360.00	15.00				
Premium					
<u>COMPREHENSIVE</u>			<u>SPEC. CAUSES</u>		<u>COLLISION</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>STATED AMOUNT</u>		<u>TOWING &</u>
			<u>SUBJECT TO CA9928</u>		<u>LABOR</u>
Deductible 500		1000	Limit		<u>TOTAL PREMIUM</u>
Premium 52.00		105.00	Premium		552.00

Auto No. 107 14 INTERNATIONAL IC BUS ^{COST NEW}OR SYMBOL **117,784** CLASS **6184** ^{GVW}GCW ^{AGE}GROUP **6** ^{RADIUS}MILES **50** USE **C**
4DRBUSKN7EB793628

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 551.00	24.00				
Premium					
<u>COMPREHENSIVE</u>			<u>SPEC. CAUSES</u>		<u>COLLISION</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>STATED AMOUNT</u>		<u>TOWING &</u>
			<u>SUBJECT TO CA9928</u>		<u>LABOR</u>
Deductible 500		1000	Limit		<u>TOTAL PREMIUM</u>
Premium 66.00		150.00	Premium		811.00

Auto No. 108 14 INTERNATIONAL IC BUS ^{COST NEW}OR SYMBOL **117,784** CLASS **6184** ^{GVW}GCW ^{AGE}GROUP **6** ^{RADIUS}MILES **50** USE **C**
4DRBUSKN9EB793629

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Ded. 551.00	24.00				
Premium					
<u>COMPREHENSIVE</u>			<u>SPEC. CAUSES</u>		<u>COLLISION</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>STATED AMOUNT</u>		<u>TOWING &</u>
			<u>SUBJECT TO CA9928</u>		<u>LABOR</u>
Deductible 500		1000	Limit		<u>TOTAL PREMIUM</u>
Premium 66.00		150.00	Premium		811.00

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Auto No. 109 14 COLLINS WHEELCHR BUS COST NEW OR SYMBOL **62,000** CLASS **6181** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
1GB3G2BG7E1190853

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOTAL PREMIUM
Limit Premium 1,000,000 398.00	17.00		Limit	Limit	
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u> <u>SUBJECT TO CA9928</u>	<u>TOWING & LABOR</u>	
Deductible Premium 500 52.00		1000 105.00	Limit Premium		592.00

Auto No. 111 15 INTERNATIONAL BUS COST NEW OR SYMBOL **121,926** CLASS **6184** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
4DRBUSKN5FB670167

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOTAL PREMIUM
Limit Premium 1,000,000 551.00	24.00		Limit	Limit	
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u> <u>SUBJECT TO CA9928</u>	<u>TOWING & LABOR</u>	
Deductible Premium 500 66.00		1000 151.00	Limit Premium		812.00

Auto No. 112 15 CHEV SILVERADO P/U COST NEW OR SYMBOL **41,858** CLASS **21499** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **S**
1GB3KYCG2FF524064

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOTAL PREMIUM
Limit Premium 1,000,000 771.00	29.00		Limit	Limit	
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u> <u>SUBJECT TO CA9928</u>	<u>TOWING & LABOR</u>	
Deductible Premium 500 65.00		1000 243.00	Limit Premium		1,128.00

Auto No. 113 16 INTERNATIONAL 65P COST NEW OR SYMBOL **120,807** CLASS **6184** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
4DRBUC8N3GB230656

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOTAL PREMIUM
Limit Premium 1,000,000 551.00	24.00		Limit	Limit	
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u> <u>SUBJECT TO CA9928</u>	<u>TOWING & LABOR</u>	
Deductible Premium 500 66.00		1000 151.00	Limit Premium		812.00

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Auto No. 114 16 INTERNATIONAL 65P COST NEW OR SYMBOL **120,807** CLASS **6184** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **C**
4DRBUC8N5GB230657

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Premium 551.00	24.00				
<u>COMPREHENSIVE</u>			<u>SPEC. CAUSES COLLISION</u>		<u>STATED AMOUNT</u>
(Limit Stated in ITEM TWO Minus Ded.)					<u>SUBJECT TO CA9928</u>
Deductible 500		1000	Limit		<u>TOWING & LABOR</u>
Premium 66.00		151.00	Premium		812.00

Auto No. 115 17 TRANSTECH BUS COST NEW OR SYMBOL **52,691** CLASS **6183** GVW GCW AGE GROUP **5** RADIUS MILES **50** USE **C**
1GB3GRBG2G1256916

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Premium 455.00	20.00				
<u>COMPREHENSIVE</u>			<u>SPEC. CAUSES COLLISION</u>		<u>STATED AMOUNT</u>
(Limit Stated in ITEM TWO Minus Ded.)					<u>SUBJECT TO CA9928</u>
Deductible 500		1000	Limit		<u>TOWING & LABOR</u>
Premium 52.00		105.00	Premium		652.00

Auto No. 116 17 CHEVROLET TRAVERSE COST NEW OR SYMBOL **25,244** CLASS **7398** GVW GCW AGE GROUP **5** RADIUS MILES **50** USE **C**
1GNKVFED6HJ202816

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Premium 824.00	38.00				
<u>COMPREHENSIVE</u>			<u>SPEC. CAUSES COLLISION</u>		<u>STATED AMOUNT</u>
(Limit Stated in ITEM TWO Minus Ded.)					<u>SUBJECT TO CA9928</u>
Deductible 500		1000	Limit		<u>TOWING & LABOR</u>
Premium 90.00		311.00	Premium		1,290.00

Auto No. 117 17 CHEVROLET TRAVERSE COST NEW OR SYMBOL **25,244** CLASS **7398** GVW GCW AGE GROUP **5** RADIUS MILES **50** USE **C**
1GNKVFED8HJ197375

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**
 Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Premium 824.00	38.00				
<u>COMPREHENSIVE</u>			<u>SPEC. CAUSES COLLISION</u>		<u>STATED AMOUNT</u>
(Limit Stated in ITEM TWO Minus Ded.)					<u>SUBJECT TO CA9928</u>
Deductible 500		1000	Limit		<u>TOWING & LABOR</u>
Premium 90.00		311.00	Premium		1,290.00

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Auto No. 118 18 INTERNAT'L BUS COST NEW OR SYMBOL **116,874** CLASS **6184** GVW GCW AGE GROUP **4** RADIUS MILES **50** USE **C**
4DRBUC8N6JB647374

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Deductible Premium 551.00	24.00				
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>		<u>TOWING & LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		<u>TOTAL PREMIUM</u>
Deductible Premium 500		1000	Limit Premium		810.00
65.00		150.00			

Auto No. 119 18 INTERNAT'L BUS COST NEW OR SYMBOL **116,874** CLASS **6184** GVW GCW AGE GROUP **4** RADIUS MILES **50** USE **C**
4DRBUC8N8JB647374

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Deductible Premium 551.00	24.00				
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>		<u>TOWING & LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		<u>TOTAL PREMIUM</u>
Deductible Premium 500		1000	Limit Premium		810.00
65.00		150.00			

Auto No. 120 10 CHEVROLET SUBN COST NEW OR SYMBOL **9,521** CLASS **01499** GVW GCW AGE GROUP **6** RADIUS MILES **50** USE **S**
1GNZKLEG9AR277176

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Deductible Premium 734.00	29.00				
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>		<u>TOWING & LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		<u>TOTAL PREMIUM</u>
Deductible Premium 500		1000	Limit Premium		869.00
30.00		56.00			

Auto No. 121 19 IC BUS#134 COST NEW OR SYMBOL **123,604** CLASS **6184** GVW GCW AGE GROUP **3** RADIUS MILES **50** USE **C**
4DRBUC8N5KB392250

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	
Limit 1,000,000			Limit	Limit	
Deductible Premium 551.00	24.00				
<u>COMPREHENSIVE</u>	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u>		<u>TOWING & LABOR</u>
(Limit Stated in ITEM TWO Minus Ded.)			<u>SUBJECT TO CA9928</u>		<u>TOTAL PREMIUM</u>
Deductible Premium 500		1000	Limit Premium		814.00
66.00		153.00			

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Auto No. 122 18 TRANSTECH B#135 COST NEW OR SYMBOL **53,429** CLASS **6183** GVW GCW AGE GROUP **4** RADIUS MILES **50** USE **C**
1GB3GRBG8H1118699

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOWING & LABOR	TOTAL PREMIUM
Limit 1,000,000 Premium 455.00	20.00		Limit	Limit		
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT SUBJECT TO CA9928</u>			
Deductible Premium 500 52.00		1000 105.00	Limit Premium			652.00

Auto No. 123 20 TRANSTECH BUS COST NEW OR SYMBOL **54,389** CLASS **6183** GVW GCW AGE GROUP **2** RADIUS MILES **50** USE **C**
1GB3GRBGXK1144597

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOWING & LABOR	TOTAL PREMIUM
Limit 1,000,000 Premium 455.00	20.00		Limit	Limit		
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT SUBJECT TO CA9928</u>			
Deductible Premium 500 52.00		1000 105.00	Limit Premium			652.00

Auto No. 124 20 TRANSTECH BUS COST NEW OR SYMBOL **54,389** CLASS **6183** GVW GCW AGE GROUP **2** RADIUS MILES **50** USE **C**
1GB3GRBG6K1144497

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOWING & LABOR	TOTAL PREMIUM
Limit 1,000,000 Premium 455.00	20.00		Limit	Limit		
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT SUBJECT TO CA9928</u>			
Deductible Premium 500 52.00		1000 105.00	Limit Premium			652.00

Auto No. 125 19 IC BUS COST NEW OR SYMBOL **117,287** CLASS **6184** GVW GCW AGE GROUP **3** RADIUS MILES **50** USE **C**
4DRBUPWNOLB823749

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOWING & LABOR	TOTAL PREMIUM
Limit 1,000,000 Premium 551.00	24.00		Limit	Limit		
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT SUBJECT TO CA9928</u>			
Deductible Premium 500 65.00		1000 150.00	Limit Premium			810.00

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Auto No. 126 21 TRANS TECH 28P BUS COST NEW OR SYMBOL **57,339** CLASS **6183** GVW GCW AGE GROUP **1** RADIUS MILES **50** USE **C**
1HA3GRBGXLN004227

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOTAL PREMIUM
Limit 1,000,000 Premium 455.00	20.00		Limit	Limit	
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u> <u>SUBJECT TO CA9928</u>	<u>TOWING & LABOR</u>	
Deductible Premium 500 52.00		1000 105.00	Limit Premium		652.00

Auto No. 127 20 CHEVROLET 28P BUS COST NEW OR SYMBOL **57,339** CLASS **6183** GVW GCW AGE GROUP **2** RADIUS MILES **50** USE **C**
1HA3GRBG2LN004108

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOTAL PREMIUM
Limit 1,000,000 Premium 455.00	20.00		Limit	Limit	
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u> <u>SUBJECT TO CA9928</u>	<u>TOWING & LABOR</u>	
Deductible Premium 500 52.00		1000 105.00	Limit Premium		652.00

Auto No. 128 21 IC INTER CE 50P COST NEW OR SYMBOL **120,363** CLASS **6183** GVW GCW AGE GROUP **1** RADIUS MILES **50** USE **C**
4DRBUPWN8MB159556

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOTAL PREMIUM
Limit 1,000,000 Premium 455.00	20.00		Limit	Limit	
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u> <u>SUBJECT TO CA9928</u>	<u>TOWING & LABOR</u>	
Deductible Premium 500 66.00		1000 151.00	Limit Premium		712.00

Auto No. 129 21 IC BUS COST NEW OR SYMBOL **150,000** CLASS **6183** GVW GCW AGE GROUP **1** RADIUS MILES **50** USE **C**
4DRBUPWN4MB846629

Principal Garaging: St. **NY** Ter. **013** Twn. **VOORHEESVILLE 12186**

Loss Payee: Except for towing all physical damage loss is payable to you and the loss payee Named below as interests may appear at the time of the loss.

LEONARD BUS SALES INC.
4 LEONARD WAY
DEPOSIT NY 13754

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

LIABILITY	P.I.P. SELECTION	O.B.E.L.	ADDED P.I.P.	MED PAY	TOTAL PREMIUM
Limit 1,000,000 Premium 473.00	20.00		Limit	Limit	
<u>COMPREHENSIVE</u> (Limit Stated in ITEM TWO Minus Ded.)	<u>SPEC. CAUSES</u>	<u>COLLISION</u>	<u>STATED AMOUNT</u> <u>SUBJECT TO CA9928</u>	<u>TOWING & LABOR</u>	
Deductible Premium 500 69.00		1000 162.00	Limit Premium		744.00

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

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE

<u>STATE</u>	<u>ESTIMATED COST OF HIRE FOR EACH STATE</u>	<u>RATE PER EACH \$100 COST OF HIRE</u>	<u>PREMIUM</u>
NY	34,102	1.80	58.00

LIABILITY COVERAGE - RATING BASIS, NUMBER OF DAYS - (FOR MOBILE OR FARM EQUIPMENT - RENTAL PERIOD BASIS)

<u>STATE</u>	<u>ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED</u>	<u>BASE PREMIUM</u>	<u>FACTOR</u>	<u>PREMIUM</u>
--------------	--	---------------------	---------------	----------------

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

TOTAL PREMIUM 58.00

PHYSICAL DAMAGE COVERAGE

<u>COVERAGES</u>	<u>LIMIT OF INSURANCE</u>	<u>RATE</u>	<u>MINIMUM PREMIUM</u>	<u>PREMIUM</u>
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS 0100 Ded. FOR EACH COVERED "AUTO,"			7.00
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS Ded. FOR EACH COVERED "AUTO" FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS 0100 Ded. FOR EACH COVERED "AUTO."			8.00

TOTAL PREMIUM 15.00

PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless otherwise stated below.

PHYSICAL DAMAGE COVERAGE APPLIES ON A DIRECT PRIMARY BASIS AND FOR THE PURPOSES OF THE CONDITION ENTITLED OTHER INSURANCE, ANY COVERED "AUTO" YOU HIRE OR BORROW IS DEEMED TO BE A COVERED "AUTO" YOU OWN.

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

<u>NAMED INSURED'S BUSINESS</u>	<u>RATING BASIS</u>	<u>NUMBER</u>	<u>PREMIUM</u>
OTHER THAN A GARAGE SERVICE OPERATIONS AND OTHER THAN SOCIAL SERVICE AGENCIES	No. of Employees	209	655.00
	No. of Partners		
GARAGE SERVICE OPERATIONS	No. of Employees Whose Principal Duty Involves The Operation		
SOCIAL SERVICE AGENCY	No. of Employees		
	No. of Volunteers		

TOTAL PREMIUM 655.00

NEW YORK SUPPLEMENTAL DECLARATIONS (PERSONAL INJURY PROTECTION)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The following replaces the P.I.P. lines from the Business Auto or Garage Declarations as respects any auto principally garaged in the State of New York:

ITEM TWO - SCHEDULE OF PERSONAL INJURY COVERAGES AND COVERED AUTOS

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

COVERAGES	COVERED AUTOS <small>(Entry of one or more symbols shows which autos are covered autos)</small>	LIMITS <small>THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS</small>	PREMIUM
MANDATORY PERSONAL INJURY PROTECTION (P.I.P.) (Basic Economic Loss)	5	\$ 50,000 Minus \$ DEDUCTIBLE (SEE MANDATORY P.I.P. ENDORSEMENT- CA2232 or CA2248)	\$ 868
OPTIONAL BASIC ECONOMIC LOSS (O.B.E.L.)		\$ (SEE O.B.E.L. ENDORSEMENT- CA2260)	\$
ADDED PERSONAL INJURY PROTECTION		\$ (SEE ADDED P.I.P. ENDORSEMENT - CA2233)	\$
TOTAL - ALL P.I.P. COVERAGES (Excluding Death Benefits)		\$ 50,000 NY P.I.P. TOTAL	\$ 868
DEATH BENEFIT*		\$ 2,000 (IN ADDITION TO P.I.P. LIMITS ABOVE)	INCLUDED
MAXIMUM MONTHLY WORK LOSS*		\$ 2,000 PER MONTH (INCLUDED IN P.I.P. LIMITS)	INCLUDED
OTHER NECESSARY EXPENSES*		\$ 25 PER DAY (INCLUDED IN P.I.P. LIMITS)	INCLUDED

*Limits shown above are the total of Mandatory and Additional P.I.P. Coverage Options selected.

SUPPLEMENTAL DECLARATIONS

Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

FORM -----	EDITION -----	TITLE -----	PREMIUM -----
CA2402	12/93	PUBLIC TRANSPORTATION AUTOS	
CA0001	03/10	BUSINESS AUTO COVERAGE FORM	
CA2232	11/13	NY MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT	
CA0167	08/00	NEW YORK CHANGES - RENTAL COVERAGE	
IL0017	11/98	COMMON POLICY CONDITIONS	
CA3107	05/18	NEW YORK SUPPLEMENTARY UNINDURED/UNDERINSURED MOTORIST	
8E1892	07/98	NYSUPPLEMENTAL DECLARATIONS SUM COVERAGE	
IL0183	08/08	NEW YORK CHANGES - FRAUD	
8E2067	07/95	DEDUCTIBLE APPLICATION - UNSCHEDULED AUTOS	
8E1660	03/90	COLLEGES OR SCHOOL-NEW YORK LAWS ENDORSEMENT	
CA9933	02/99	EMPLOYEES AS INSUREDS	
CA2048	02/99	DESIGNATED INSURED	
8E3967	09/15	NY CHANGES IN BUSINESS AUTO, BUS AUTO PHYS DAM, MOTOR C	
CA2048	02/99	DESIGNATED INSURED	
CA2048	02/99	DESIGNATED INSURED	
8E3773	03/11	PROVIDE NOTICE OF CANCELLATION TO ANOTHER ENTITY	
CA2001	03/06	LESSOR-ADDITIONAL INSURED AND LOSS PAYEE	
CA0444	03/10	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY - WAIVER OF SU	
8E2119	07/96	DIVIDEND PLAN ENDORSEMENT	
8E2291	07/96	SCHOOL PROGRAM RENEWAL CREDIT	
8E2270	01/96	SCHOOL SAFETY ASSOCIATION FORMAL RISK MANAGEMENT PROGRA	
CA9944	12/93	LOSS PAYABLE CLAUSE	
8E3143	07/19	EDUCATIONAL INSTITUTION AUTO EXTENSION PLUS	250.00

NEW YORK STATE INSURANCE ID CARDS EXPLANATORY MATERIAL AND INSTRUCTIONS

Please note the following *IMPORTANT* information regarding your insurance identification cards:

1. Financial security (insurance) shall be maintained without interruption during the entire registration period regardless of whether the vehicle is driven.
2. License plates must be surrendered before insurance is cancelled or suspended with no exceptions. This is New York State Law. Surrendering license plates before cancellation of insurance will prevent the department of motor vehicles (DMV) from contacting you. All insurance companies are required by law to report cancellations to the DMV.
3. Policyholders moving out of New York State must coordinate the surrender of their NYS license plates with the cancellation of their New York auto insurance policy with obtaining a new registration and insurance in another state. This will prevent the DMV from contacting the policyholder.
4. There are two identification cards for each vehicle insured. These cards represent that insurance is provided for the named insured and the described vehicle, as applicable, as of the effective date shown on the card.
5. Encrypted 2D bar codes on ID cards contain tamper proof security features that prevent ID card fraud. The bar code contains information about the policy, effective dates of coverage and issuance date, registrant name and address, vehicle description (as applicable) and the issuer of the ID card.
6. The enclosed ID cards are issued using software that allows the ID cards to be faxed. Successful faxing requires equipment in good working order both sending and receiving. Faxed ID cards are only acceptable if the ID card contains a large faxable bar code that scans (is readable).
7. Policyholders should check to be sure that the name and vehicle identification number (VIN) on all ID cards are identical to the name and VIN on all registrations. Policyholders should immediately notify their agent and/or insurer of any discrepancies so a corrected ID card and policy record can be issued.
8. Policyholders must keep one ID card in the vehicle at all times.
9. An ID card must, upon demand, be shown to a law enforcement officer, judge, hearing officer or any person with whom the insured or other driver may have had an accident. In the event of an accident, the insured or driver can also demand to see the other driver's ID card.
10. The failure to produce an ID card at the request of a law enforcement officer is presumptive evidence of uninsured operation for which the driver may be given a ticket. An ID card must be produced upon demand by any driver of a vehicle not just the registrant.
11. If the second ID card is not currently required for registration purposes it should be kept in a safe place since it may be required to be submitted to DMV as proof of insurance in the future.

12. Upon loss of an ID card the insured shall contact the insurance company, agent or broker, not DMV.
13. An ID card is only as good as the policy that it represents. If for any reason the insurance policy is terminated, then the ID cards issued in conjunction with such policy are void. Any use of such invalid ID cards may be a violation of law.
14. Failure to maintain liability insurance coverage continuously throughout the registration period even if the vehicle is not in use may result in the suspension of the registration and driving privileges. Registrants if eligible may opt to pay a civil penalty for each day that a vehicle was registered and uninsured one time in a 3 year period if the lapse in coverage does not exceed 90 days. A thirty-day revocation may be imposed on for hire vehicles such as taxis, liveries, buses, rentals and so forth.
15. Driving without insurance, a valid registration or driver's license is subject to severe sanctions under the law. A driver may be arrested and incarcerated and the vehicle impounded. Such driver is subject to fines and surcharges in a court of law. In cases of uninsured operation DMV will impose mandatory revocation of registration and driver's license as well as a substantial civil penalty.
16. Fraudulent issuance or use of an ID card as proof of a non-existent policy is punishable as a misdemeanor under NYS law.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC TRANSPORTATION AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

LIABILITY COVERAGE for a covered "auto" licensed or used to transport the public is changed as follows:

The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto."

BUSINESS AUTO COVERAGE FORM

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

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

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

SECTION I - COVERED AUTOS

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

A. Description Of Covered Auto Designation Symbols

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

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
----	--	---

B. Owned Autos You Acquire After The Policy Begins

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

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

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

SECTION II - LIABILITY COVERAGE

A. Coverage

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

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

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

1. Who Is An Insured

The following are "insureds":

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

(1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

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

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

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

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

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

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

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

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

3. Workers' Compensation

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

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

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

5. Fellow Employee

"Bodily injury" to:

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

6. Care, Custody Or Control

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

7. Handling Of Property

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

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

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

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

9. Operations

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

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

10. Completed Operations

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

In this exclusion, your work means:

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

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

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

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

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

11. Pollution

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

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

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

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

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

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

12. War

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

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

13. Racing

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

C. Limit Of Insurance

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

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

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

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

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

- a. **Comprehensive Coverage**

From any cause except:

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

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

Caused by:

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

- c. **Collision Coverage**

Caused by:

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

2. **Towing**

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

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

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

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

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

4. Coverage Extensions

- a. **Transportation Expenses**

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

- b. **Loss Of Use Expenses**

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

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

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

B. Exclusions

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

- a. **Nuclear Hazard**

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

b. War Or Military Action

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

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
- a. Permanently installed in or upon the covered "auto";

b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

c. An integral part of such equipment.

3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

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

SECTION IV - BUSINESS AUTO CONDITIONS

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

A. Loss Conditions

1. Appraisal For Physical Damage Loss

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

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

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

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

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

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

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

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

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

3. Legal Action Against Us

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

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

4. Loss Payment - Physical Damage Coverages

At our option we may:

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

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

B. General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation Or Fraud

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

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

3. Liberalization

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

4. No Benefit To Bailee - Physical Damage Coverages

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

5. Other Insurance

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

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

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

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

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

6. Premium Audit

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

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

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

The coverage territory is:

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

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

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

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

SECTION V - DEFINITIONS

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

B. "Auto" means:

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

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

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

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

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

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

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
- 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense"; to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT

The Company agrees with the named insured, as follows:

Section I

Mandatory Personal Injury Protection

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

First-party Benefits

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

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

Basic Economic Loss

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

Medical Expense

Medical expense shall consist of necessary expenses for:

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

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

Work Loss

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

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

Other Expenses

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

Death Benefit

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

Eligible Injured Person

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

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

- (d) Any New York State resident who sustains personal injury arising out of the use or operation of the insured motor vehicle outside of New York State while not occupying another motor vehicle.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) The named insured while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (d) Any person in New York State while occupying the insured motor vehicle which is a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a named insured or relative under any other policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his or her own personal injury;

- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first-party benefits that are paid or payable; or
- (h) Any person while:
 - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) Operating a motor vehicle in a race or speed test;
 - (iii) Operating or occupying a motor vehicle known to that person to be stolen; or
 - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if the conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.
- (i) 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;
- (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 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;

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

Other Definitions

When used in reference to this coverage:

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

Conditions

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

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

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

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

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

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

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

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

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

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

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

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

Section II

Excess Coverage

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

Section III

Constitutionality

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - RENTAL VEHICLE COVERAGE

This endorsement modifies insurance provided under the following:

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

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

If you are an individual and this Coverage Form covers less than five "private passenger motor vehicles", the following applies for those "private passenger motor vehicles" registered or principally garaged in New York:

A. Additional Definitions

The following are added to the **Definitions** Section for New York Changes - Rental Vehicle Coverage:

1. "Insured" means you or any "family member".
2. "Family member" means a spouse, child or other person related to you by blood, marriage or adoption (including a ward or foster child), who regularly resides in your household, including any such person who regularly resides in the household, but who is temporarily living elsewhere.
3. "Private passenger motor vehicle" means:
 - a. A motor vehicle of the private passenger or station wagon type that is owned or hired under a "long-term contract" by an individual or by husband or wife, and is neither used as a public or livery conveyance for passengers nor rented to others without a driver; or
 - b. A motor vehicle with a pickup body, a delivery sedan, panel truck or van, owned by an individual or by a husband or wife who are residents of the same household, or by a family farm co-partnership or a family farm corporation, and not customarily used in the occupation, profession or business of the "insured" other than farming or ranching, whether or not used in the course of driving to or from work.
4. "Long-term contract" means a contract with a term of six months or longer.
5. "Rental vehicle" means a motor vehicle of the type described in Paragraph A.3. above, if:
 - a. Not used for transporting persons or property for hire; and

- b. 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.

B. Coverage

1. 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.
2. Rental Vehicle Coverage shall provide protection regardless of:
 - a. Fault; and
 - b. Whether the "rental vehicle" is rented or operated for business or pleasure, unless used for transporting persons or property for hire.

C. Exclusions

No Rental Vehicle Coverage shall be provided:

1. Arising beyond the geographic limitations of the Coverage Form to which this endorsement is endorsed.
2. To an "insured" who has committed fraud in connection with damage to, or "loss" of, a "rental vehicle", including loss of use.

3. For damages to, or "loss" of, a "rental vehicle", including loss of use, that 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.

D. Changes In Conditions

The following conditions are added:

1. Priority Of Payment

- a. In no event shall payment be made under this endorsement duplicating payment made by this Coverage Form, another Coverage Form or policy or another insurer for the same claim.
- b. If more than one Coverage Form could cover the claim, payment on the claim shall be made in the following order of priority:
 - (1) The Coverage Form with respect to which the person is a named insured.
 - (2) If the person is not a named insured on any Coverage Form, the Coverage Form with respect to which the person is an insured.

- (3) Where two or more Coverage Forms provide coverage of equal priority, the Coverage Form or insurer with respect to which the claim is first submitted.

- c. An inquiry about coverage or notification of damage to, or "loss" of, a "rental vehicle" shall constitute submission of a claim.

2. Subrogation

- a. 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.
- b. Such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such subrogation rights, and shall not act in a manner that may prejudice such rights.
- c. Subrogation shall not be pursued against any person who operated the "rental vehicle" with the "insured's" permission.

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT

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

1. Definitions

For purposes of this SUM endorsement, the following terms have the following meanings:

a. Insured

The unqualified term "insured" means:

- (1)** You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
- (2)** Any person while acting in the scope of that person's duties for you, except with respect to the use and operation by such person of a motor vehicle not covered under this policy, where such person is:
 - (a)** Your employee and you are a fire department;
 - (b)** Your member and you are a fire company, as defined in General Municipal Law section 100;
 - (c)** Your employee and you are an ambulance service, as defined in Public Health Law section 3001; or
 - (d)** Your member and you are a voluntary ambulance service, as defined in Public Health Law, section 3001;
- (3)** Any other person while occupying:
 - (a)** A motor vehicle insured for SUM under this policy; or
 - (b)** Any other motor vehicle while being operated by you or your spouse; and
- (4)** 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)**, **(2)** or **(3)** 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 motor vehicle (including a vehicle that was stolen, operated without the owner's permission or unregistered) at the time of the accident; or
- (2)** The owner and operator cannot be identified (including a hit-and-run motor vehicle), and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
 - (a)** The insured or someone on the insured's behalf:
 - (i)** 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
 - (ii)** Filed with the Company a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

- (b) At the request of the Company, the insured or the insured's legal representative makes available for inspection the motor vehicle the insured was occupying at the time of the accident; or
- (3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:
 - (a) The amount of such insurance coverage or bond is less than the third-party bodily injury liability limit of this policy; or
 - (b) The amount of such insurance coverage or bond has been reduced, by payments to other persons injured in the accident, to an amount less than the third-party bodily injury liability limit of this policy; or
 - (c) The insurer writing such insurance coverage or bond denies coverage or such insurer is or becomes insolvent.

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

- (1) Insured under the liability coverage of this policy; or
- (2) Owned by you, 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 motor 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" means a state, territory or possession of the United States, the District of Columbia or a province of Canada.

2. Damages For Bodily Injury Caused By Uninsured Motor Vehicles

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

3. SUM Coverage Period And Territory

This SUM coverage applies only to accidents that occur:

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

EXCLUSIONS

This SUM coverage does not apply to:

- 1. 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, however this provision shall be subject to Condition 9.;
- 2. 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; or
- 3. Non-economic loss resulting from bodily injury to an insured arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.

CONDITIONS

1. Policy Provisions

None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this SUM coverage except: "Duties In The Event Of Accident, Claim, Suit Or Loss", "Fraud" and "Ending This Policy" if applicable.

2. Notice And Proof Of Claim

As soon as practicable, the insured or other person making a claim shall give us written notice of claim under this SUM coverage.

a. 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.

b. 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 calendar 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, the insured's legal representative (or in the event of the insured's death, the insured's legal representative or the person or persons entitled to sue therefor), shall upon each request from us authorize us to obtain copies of relevant medical reports and records.

4. Notice Of Legal Action

If the insured or the 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 And Maximum Payments

a. The SUM limit payable under this endorsement shall be determined as follows:

(1) If an accident results in bodily injury excluding death to one or more persons, then we will provide the SUM limit stated in the Declarations; or

(2) If an accident results in the death of one or more persons, then we will provide the greater 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; or

(3) If an accident results in both bodily injury to one or more persons and the death of one or more persons, then we will provide the greater of the SUM limits stated in the Declarations or the limits required by the mandatory uninsured motorists (UM) coverage as follows:

\$25,000 per injured person and, subject to this per person limit,

\$50,000 to two or more persons injured as the result of any one accident; and

\$50,000 per person for bodily injury resulting in death and, subject to this per person limit,

\$100,000 to two or more persons for bodily injury resulting in death as the result of any one accident.

b. Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

(1) The SUM limit; and

(2) 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.

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

6. Non-Stacking

Regardless of the number of motor vehicles involved, persons covered, claims made, motor vehicles or premiums shown in this policy or premium paid, the limits, whether for UM coverage or SUM coverage, shall never be added together or combined for two or more motor vehicles to determine the extent of insurance coverage available to an insured who was injured in the same accident.

7. Priority Of Coverage

If an insured is entitled to UM coverage or SUM 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 motor 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.

8. Exhaustion Required

Except as provided in Condition 9., we will pay under this SUM coverage only after the limits of liability have been exhausted 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.

9. Release Or Advance

- a. 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, a release may be executed with such party after thirty calendar days from our receipt of your 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.
- b. 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.
- c. An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.

10. 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 New York Workers' Compensation Law article nine or other similar law;
- c. Any amounts recovered or recoverable pursuant to New York Insurance Law article fifty-one 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.

11. Arbitration

- a. If any insured makes a 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 we 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 _____ (*insert name of designated organization*), pursuant to procedures approved by the Superintendent of Financial Services for this purpose.
- b. If the maximum amount of SUM coverage provided by this endorsement equals the amount of coverage required to be provided by New York Insurance Law section 3420(f)(1) and New York Vehicle and Traffic Law Article 6 or 8, 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.

12. Subrogation

If we make a payment under this SUM coverage, then we have the right to recover the amount of the 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 9., such person shall do nothing to prejudice this right.

13. 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.

14. 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.

15. Survivor Rights

If you or your spouse, if a resident of the same household, dies, then this SUM endorsement 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW YORK SUPPLEMENTAL DECLARATIONS
SUPPLEMENTARY UNINSURED/UNDERINSURED
MOTORISTS (SUM) COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

1. The Limit of Insurance shown in the Declarations for Uninsured Motorists Coverage with respect to autos registered in New York are the Supplementary Uninsured/Underinsured Motorists (SUM) limits; and
2. The most we will pay under the SUM coverage is the SUM limit as described in 1. above. The SUM limit will be reduced and thus offset by any motor vehicle bodily injury liability or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.

IMPORTANT POLICYHOLDER NOTICE

New York Supplementary Uninsured/Underinsured Motorists Insurance Coverage

Pursuant to State of New York Insurance Department Regulation 35-D, we are required to provide this written notice to you concerning Supplementary Uninsured/Underinsured Motorists (**SUM**) Coverage.

AVAILABILITY

You may purchase **SUM Coverage** at the following limits:

\$50,000	\$300,000
\$100,000	\$350,000
\$200,000	\$500,000
\$250,000	\$1,000,000

(You may not purchase a **SUM Coverage** limit exceeding the amount of third party liability coverage purchased.)

THE BASICS OF SUM COVERAGE

Supplementary Uninsured/Underinsured (SUM) Motorists Coverage provides additional insurance coverage for bodily injury, including death resulting therefrom, sustained by an insured, as a result of an accident involving a negligent owner or operator of another motor vehicle who:

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

We shall not offer SUM Coverage in an amount exceeding the third party liability coverage limits purchased by the policyholder. The Policy shall provide coverage for any insured under the Policy for:

1. Bodily injury to such person, 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 any motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident.

THE DIFFERENCE BETWEEN STATUTORY UNINSURED MOTORISTS COVERAGE AND SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (SUM) COVERAGE

You must purchase either **Statutory Uninsured Motorists Coverage** or **Supplementary Uninsured/Underinsured Motorists Coverage**.

The following is a summary of the notable differences between Statutory Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured Motorists Coverage and is not intended to substitute for a complete review of both coverages. If there is any conflict between the policy and this advisory explanation, the provisions of the policy apply.

STATUTORY UNINSURED MOTORISTS COVERAGE

Statutory Uninsured Motorist Coverage provides coverage for injuries that result from an automobile accident with a negligent motorist who has no insurance at all.

If someone is injured by this type of motorist and does not die, **Statutory Uninsured Motorists Coverage** provides up to \$25,000 for each person injured, with a \$50,000 maximum for each accident. If the injury results in death, **Statutory Uninsured Motorist Coverage** provides up to \$50,000 for each person that dies, subject to a \$100,000 maximum payment for each accident resulting in the death of two or more people. These limits are the only limits available under **Statutory Uninsured Motorists Coverage**.

Statutory Uninsured Motorists Coverage will pay for injuries or death only if the accident occurs in the State of New York.

SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (SUM) COVERAGE

Supplementary Uninsured/Underinsured Motorists Coverage not only provides the in-state Statutory Uninsured Motorists Coverage described above, but also affords out-of-state coverage for injuries that result from an automobile accident with a negligent motorist who has no insurance at all.

SUM Coverage also provides coverage for injuries that result from an automobile accident with a negligent motorist who has bodily injury liability insurance, but at limits less than the bodily injury liability coverage of your own automobile policy. This kind of insurance is called "underinsured motorists coverage," and it's included in **SUM Coverage**.

If you decide to buy **SUM Coverage**, you may purchase this coverage at limits higher than the Statutory Uninsured Motorists Coverage limit. However, the **SUM Coverage** limit may not exceed your bodily injury liability limit. These higher limits may offer a greater degree of protection from the negligence of both uninsured motorists and underinsured motorists.

If an accident occurs to which **SUM Coverage** applies, your **SUM Coverage** limit will be reduced by any liability insurance or bond payment made by a negligent motorist.

EXAMPLES OF SUM COVERAGE

The following examples using per person limits unless otherwise noted, 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. 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.

However, if the owner or operator of the other motor vehicle was not negligent, then 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 owner or operator of the other motor vehicle. The insured receives nothing under the SUM Coverage, which equals the mandatory UM coverage, since the liability limits on the other owner or operator's motor vehicle were not lower than the liability insurance limits on the insured's motor vehicle. If the insured's liability and SUM limits were both \$50,000, then 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 negligent owner or operator of the other motor vehicle 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:

If the insured and the owner or operator of the other motor vehicle 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 negligent owner or operator of the other motor vehicle and \$50,000 under the SUM Coverage.

On the other hand, if the owner or operator of the other motor vehicle was totally at fault for the accident, then the insured would recover \$25,000 from the negligent 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.

5. Example Five

Insured's Bodily Injury Damages	\$ 25,000
Passenger's Bodily Injury Damages	\$ 25,000
Another Passenger's Damages that resulted in death	\$ 50,000
Insured's Combined Single Liability (CSL) Limit	\$ 75,000
Insured's CSL SUM Limit	\$ 75,000
Other Motor Vehicle Liability Limit	Uninsured (i.e. no coverage)

Result:

Since the other motor vehicle was uninsured, the full \$75,000 CSL SUM limit is available for all insured persons from this accident under the Policy. However, since the accident involves insured persons who were both injured and killed, the mandatory UM limits of \$25,000 per person and \$50,000 per accident for injured persons and \$50,000 per person and \$100,000 per accident for persons killed in the accident are available. Therefore, the insured and first passenger each recover \$25,000 and the second passenger's estate recovers the full \$50,000 under the SUM coverage.

If the insured's CSL and CSL SUM limit were each \$300,000 and the insured's damages amounted to \$200,000, then all insured persons would be covered under the SUM coverage as the total damages (\$200,000 + \$25,000 + \$50,000 = \$275,000) are less than the \$300,000 CSL SUM limit.

Should you wish to purchase **SUM Coverage** or desire further information concerning this, please contact your Utica National Insurance Group agent.



Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.598.8422

ATTENTION POLICYHOLDERS OR APPLICANTS IMPORTANT MESSAGE CONCERNING AUTOMOBILE INSURANCE

Two important changes have been made to the New York No-Fault Motor Vehicle Insurance Law. Before explaining these changes, we would like to advise you what benefits 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 services 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 \$1,000 (increasing to \$2,000, for lost wages incurred on and after November 12, 1991), 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.

The two significant changes to the No-Fault law are as follows:

LOSS OF EARNINGS BENEFITS INCREASED

Basic No-Fault has been broadened to increase the maximum monthly amount payable under Loss of Earnings Benefits from \$1,000 to \$2,000. This increase applies to accidents occurring on and after November 12, 1991.

NEW OPTIONAL COVERAGE AVAILABLE

In addition to Basic No-Fault Coverage, you may now also purchase Optional Basic Economic Loss (OBEL) coverage that will pay certain expenses, up to \$25,000, above the Basic No-Fault limit of \$50,000. Optional Basic Economic Loss coverage is different from other coverages in that a claimant can select 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 by checking the appropriate box on the enclosed form, signing form 8-L-1256 (Commercial)/8-A-269 (NY-Personal), and returning it to your agent.

If you have any questions, please contact your agent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART - FARM PROPERTY - OTHER FARM PROVISIONS FORM - ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART - LIVESTOCK COVERAGE FORM
FARM COVERAGE PART - MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

FRAUD

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

However, with respect to insurance provided under the **COMMERCIAL AUTOMOBILE COVERAGE PART**, 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 are otherwise covered under the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE APPLICATION - UNSCHEDULED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Part **D**. DEDUCTIBLE of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced with the following:

D. DEDUCTIBLE

1. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
2. For any covered "auto" which is not scheduled in the Declarations, the deductible which applies will be determined as follows:
 - a. The deductible will be the smallest deductible shown for any scheduled "auto" most closely approximating the unscheduled covered "auto."
 - b. In determining the applicable deductible we will apply those factors contained in our rate manuals for such coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLEGES OR SCHOOLS - NEW YORK LAWS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO POLICY

With respect to the operation of any college or school by **you** or on **your** behalf the insurance is amended as follows:

Such insurance as is afforded by the Policy applies:

- a.** To the obligations imposed upon **you** by Sections 3023, 3028, 3811 of the Education Law of the State of New York; and
- b.** To the obligations imposed upon **you** by Section 18 of the Public Officers Law of the State of New York, if **you** have elected, in accordance with the law, to come within its purview.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

The following is added to the **Section II - Liability Coverage, Paragraph A.1. Who Is An Insured** provision:

Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

NEW YORK

RENTAL VEHICLE REIMBURSEMENT RIGHT TO SELECT RENTAL VEHICLE COMPANY AND LOCATION

THIS DISCLOSURE NOTICE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

ABOUT RENTAL VEHICLE COVERAGE

Your policy may contain rental vehicle coverage which provides for a rental vehicle as a temporary substitute for an owned vehicle which is out of service due to a covered loss. This coverage is optional and different levels of coverage are offered. Coverage is usually selected by vehicle with a maximum per day limit as well as an overall maximum per loss limit. Please refer to your policy to determine if coverage is provided and at what level.

YOUR RIGHT TO SELECT A RENTAL VEHICLE COMPANY AND LOCATION

In the event of a covered loss, you have the right to select which rental vehicle company and location you would like to use.

Regardless of the company or location you choose, your coverage is still limited by the limits you selected in your auto insurance policy.

Should you have any questions regarding the above, please contact your independent Utica agent.



Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.274.1914  

POLICYHOLDERS NOTICE

THIS POLICYHOLDERS NOTICE PROVIDES NO COVERAGE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGE YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

PLEASE READ THIS NOTICE CAREFULLY

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every change, including editorial changes, made in your policy.

COVERAGE FORM CHANGES

BROADENINGS IN COVERAGE

CA 00 01 - Business Auto Coverage Form

CA 00 05 - Garage Coverage Form

CA 00 12 - Truckers Coverage Form

CA 00 20 - Motor Carrier Coverage Form

- Coverage for transportation expenses and loss of use expenses under Physical Damage Coverage are increased from \$15 per day /\$450 maximum to \$20 per day/\$600 maximum
- Coverage for covered pollution cost or expense is broadened to include any cost or expense arising out of a statutory or regulatory requirement.

CA 00 05 - Garage Coverage Form

- The pollution exclusion for Other Than Covered Autos has been revised to provide an exception for bodily injury sustained within a building caused by building heating equipment.
- The pollution exclusion in these coverage forms is also being revised to provide an exception for bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations as a contractor being performed by or on behalf of any insured.
- An exception to the exclusion pertaining to liability resulting from any agreement by which the insured accepts responsibility for loss has been added. This exception indicates that this exclusion does not apply to liability for loss that the insured would have in the absence of the contract or agreement.
- The exception to the Pollution Exclusion applicable to Garage Operations- Other Than Covered Autos, pertaining to bodily injury sustained within a building and caused by smoke, fumes, vapors or soot from building heating equipment, has been expanded to also include water heaters and cooling and dehumidifying equipment.

CA 00 10 - Business Auto Physical Damage Coverage Form

- Coverage for transportation expenses and loss of use expenses under Physical Damage Coverage are increased from \$15 per day/\$450 maximum to \$20 per day/\$600 maximum.
- Coverage for covered pollution cost or expense is broadened to include any cost or expense arising out of a statutory or regulatory requirement.

REDUCTIONS IN COVERAGE

CA 00 05 - Garage Coverage Form

- With respect to coverage provided under Garage Operations - Other Than Covered Autos, coverage is excluded for bodily injury and property damage arising directly or indirectly out of any action or omission that violates, or is alleged to violate, the Telephone Consumer Protection Act (TCPA) or the CAN-SPAM Act of 2003 (including any amendment of or addition to such laws), or any other statute, ordinance or regulation that prohibits or limits the sending, transmitting, communicating or distribution of material or information. This is a reduction in coverage in states where, absent the wording of this exclusion, courts would consider coverage to be provided for violations of the above-mentioned acts or of other similar statutes, regulations or ordinances.

CLARIFICATIONS OR NO IMPACT IN COVERAGE

CA 00 01 - Business Auto Coverage Form

CA 00 05 - Garage Coverage Form

CA 00 10 - Business Auto Physical Damage Coverage Form

CA 00 12 - Truckers Coverage Form

CA 00 20 - Motor Carrier Coverage Form

- The Limits of Insurance provisions in the Physical Damage Coverage section have been revised to clarify the intent that loss payment for repair or replacement does not include any payment for betterment, and that adjustments will be made for depreciation and physical condition in determining actual cash value in the event of a total loss. (Not applicable in all states.)
- We have introduced a Diminution In Value exclusion to the Physical Damage Coverage to clarify that the Coverage Forms do not provide for payment of any loss in market value, as loss in market value is not a component of direct and accidental loss or damage as provided in the policy's definition of "loss". (Not applicable in all states.)
- All of the coverage forms have been revised to incorporate, where appropriate and with updated amounts for transportation and loss of use expenses, the provisions of mandatory endorsements CA 00 22 - Changes in Commercial Auto Coverage Forms which has been withdrawn.
- All coverage forms have been revised to clarify that sales tax for a damaged or stolen vehicle is considered part of the total loss settlement.

CA 00 01 - Business Auto Coverage Form

CA 00 05 - Garage Coverage Form

CA 00 12 - Truckers Coverage Form

CA 00 20 - Motor Carrier Coverage Form

- The "covered pollution cost or expense" definition is revised for consistency with the language used in the "clean-up" costs portion of the Pollution Exclusion Applicable To Garage Operations - Other Than Covered Autos contained in the Garage Coverage Form.
- The definition of "temporary worker" has been amended for consistency with the Commercial General Liability (CGL) policy.
- The Supplementary Payments Provision has been amended to expressly state that these payments will not reduce the Limit of Insurance.
- We have incorporated the war exclusion (formerly added via Endorsement CA 00 38 or CA 00 40) directly into these coverage forms. If your previous policy contained endorsement CA 00 38 or CA 00 40, then this change is considered a clarification or no impact in coverage.

However, if your previous policy did not contain endorsement CA 00 38 or CA 00 40, then this change is considered a reduction in coverage as explained by the following:

Loss or damage arising out of war, warlike action and similar events is excluded under all coverage forms and policies. The War exclusion previously applied only to contractually assumed liability arising out of such events. With respect to Physical Damage Coverage and Trailer Interchange Coverage, the War and Military Action exclusion continues to apply.

CA 00 01 - Business Auto Coverage Form

CA 00 10 - Business Auto Physical Damage Coverage Form

CA 00 12 - Truckers Coverage Form

CA 00 20 - Motor Carrier Coverage Form

- We have incorporated the provisions of mobile equipment subject to motor vehicle laws, including the revised definitions of "auto" and "mobile equipment", directly into these coverage forms. With respect to **CA 00 10**, the definition of "mobile equipment" is newly added.

CA 00 01 - Business Auto Coverage Form

CA 00 12 - Truckers Coverage Form

CA 00 20 - Motor Carrier Coverage Form

- We have introduced new coverage symbols with respect to mobile equipment subject to compulsory or financial responsibility laws or other motor vehicle insurance laws.

CA 00 05 - Garage Coverage Form

- For improved consistency within the Commercial Auto Program, symbol "30" - Autos Left With You For Service, Repair, Storage Or Safekeeping in the Garage Coverage Form is being revised to track with the definition of "customer's auto" in endorsements CA 99 37 - Garagekeepers Coverage and CA 99 59 - Garagekeepers Coverage - Customer Sound Receiving Equipment.
- The Who Is An Insured Provision has been revised to expressly provide that employees of the Named Insured are insureds while using covered autos that the named insured does not own, hire or borrow in the named insured's business, such as customer's autos.
- The insuring agreement for the Other Than Covered Auto section has been revised to clarify that the policy does not respond to injury or damage that is known by the insured prior to the policy period. The new language also addresses the applicability of this form in situations involving continuation, change or resumption of the same bodily injury or property damage during or after the policy period.
- The Garagekeepers section of this coverage form has been revised to more clearly convey the application of the deductibles based on the way they are shown in the Schedule or Declarations.
- Exclusion 8. Pollution Exclusion Applicable To "Garage Operations" - Other Than Covered "Autos" of the Garage Coverage Form has also been revised to:
 - Break up this exclusion into two parts: one to exclude bodily injury and property damage; and one to exclude specified clean-up costs or expenses, similar to the format of the Commercial General Liability Pollution exclusion. As a result, the exclusion has been re-numbered and re-lettered accordingly.
 - Move the current exception for hostile fire, under new paragraph 8.a.
 - Revise the former "loss, cost or expense" definition contained within this exclusion to:
 - Add reference to "statutory or regulatory requirement"; and
 - Provide an exception to clarify that this paragraph is not intended to exclude coverage for third party property damage claims which are otherwise covered and not subject to paragraph a. of the exclusion.
- Section III - Garagekeepers has been revised to:
 - Reference "customer's auto" instead of "covered auto" throughout this section and add a definition of this term in the Definitions section for consistency with Garagekeepers endorsement CA 99 37.
 - Add reference to "customer's auto" equipment in the lead-in to the Who Is An Insured provision for clarity.
 - Update the radar exclusion to track with the version found in the Physical Damage Coverage section.
 - Add reference to an all perils deductible in paragraph C. Limit of Insurance and Deductible to track with the Garage Declarations.

- Previously, auto service risks, such as auto service stations and parking garages, were eligible to be written under the Garage Coverage Form. As a result of the previous removal of the eligibility of auto service risks from the Garage program, the Garage Coverage Form is intended for use with respect to auto and trailer dealers risks only. As such, we have removed references and provisions that relate to non-dealers and/or auto dealers only, or conditional statements that read, in part, "If your business is shown in the Declarations as an auto dealership...". Additionally, the Liquor Liability Exclusion was removed, as this exclusion was originally intended for other than auto dealer risks.

CA 00 10 - Business Auto Physical Damage Coverage Form

- The quotes around the terms "insured", "suit" and "trailer" have been eliminated since these are not defined terms in this form.
- Definitions for "employee", "leased worker" and "temporary worker" have been added.

MULTISTATE ENDORSEMENTS

BROADENINGS IN COVERAGE

CA 25 08 - Personal Injury Liability Coverage- Garages

CA 25 14 - Broadened Coverage - Garages

- The Coverage Territory in these endorsements has been broadened with respect to worldwide coverage for personal injury or personal injury and advertising injury offenses that take place through the Internet or similar electronic means of communication.

CA 99 37 - Garagekeepers Coverage

CA 99 59 - Garagekeepers Coverage - Customers' Sound Receiving Equipment

- An exception to the exclusion pertaining to liability resulting from any agreement by which the insured accepts responsibility for loss has been added. This exception indicates that this exclusion does not apply to liability for loss that the insured would have in the absence of the contract or agreement.

CA 20 11 - Leasing Or Rental Concerns - Exclusion Of Certain Leased Autos

- The application of the exclusion for certain "leased autos", as defined in the endorsement, has been narrowed to apply only to bodily injury or property damage resulting from the acts or omissions of the lessee or rentee, the lessee's or rentee's employees or any person, except for the named insured or the named insured's employees or agents, operating a "leased auto" with the permission of certain individuals.

CA 20 70 - Coverage For Certain Operations In Connection With Railroads

- This new endorsement has been created to provide automobile coverage for liability of a railroad assumed by an insured when a Railroad Liability Protection Policy has neither been purchased by the insured nor requested by the railroad.

CA 20 71 - Auto Loan/Lease Gap Coverage

- This new optional endorsement provides coverage for any outstanding indebtedness incurred by an insured in the event there is a total loss to the vehicle and the amount due under the financial agreement is greater than the actual cash value of the vehicle.

CA 25 14 - Broadened Coverage - Garages

Section I - Personal Injury and Advertising Injury Liability Coverage has been revised to:

- Employ one definition of "personal and advertising injury," as opposed to having separate definitions for each term.
- Add reference to *consequential "bodily injury"* where "bodily injury" is excluded in the current language. As a result, we are adding an exclusion for "bodily injury" arising out of "personal and advertising injury" under the Garage Operations - Other Than Covered Autos Section of the Garage Coverage Form.
- Change the undefined term "advertising activities" to a defined term "advertisement", for use in the new combined definition of "personal and advertising injury". The new definition is intended to strengthen the necessary causal connection between the covered offenses and the insured's advertisement.
- Provide coverage for "trade dress" while deleting the terms "style of doing business" and "title."
- Delete the current exclusion for a "willful violation of a penal statute" and replaced with a "criminal acts" exclusion."
- Add an exclusion to reflect the fact that damages resulting from pollution are not covered.

Taken as a whole, the revised Personal and Advertising Injury Coverage contained in this endorsement is at least equal to, if not broader than, that which the current coverage provides. These revisions may result in broadening in coverage in certain respects and may, in certain states, result in a decrease in other respects.

CA 25 08 - Personal Injury Liability Coverage- Garages

- As described under CA 25 14, the current "willful violation of a penal statute" exclusion has been replaced with a "criminal acts" exclusion;
- Exclusions **g.** and **h.** were added to reflect the fact that damages resulting from pollution are not covered; and
 - As similarly done to endorsement CA 25 14, the definition of "personal injury" has been revised to include "consequential bodily injury". As a result, an exclusion has been added for "bodily injury" arising out of "personal injury" under the Garage Operations- Other Than Covered Autos Section of the Garage Coverage Form.

Taken as a whole, the revised Personal Injury Coverage is at least equal to, if not broader than, that which the current coverage provides. These revisions may result in broadening in coverage in certain respects and may, in certain states, result in a decrease in other respects.

CA 25 36 - Garage Coverage Form - Other Than Covered Autos Exposure - Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception

- New endorsement CA 25 36 has been introduced to exclude all pollution liability, but provide exceptions for bodily injury arising out of smoke, fumes, vapor or soot from equipment used to heat the building, and liability arising out of heat, smoke or fumes from a hostile fire.
- The exception to the Pollution Exclusion applicable to Garage Operations - Other Than Covered Autos, pertaining to bodily injury sustained within a building and caused by smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

CA 99 90 - Optional Limits - Loss Of Use Expenses

- A new optional endorsement has been developed to enable insurers to provide coverage for loss of use expenses at limits other than the amount provided in the policy.

CA 01 21 - Limited Mexico Coverage

- This new optional endorsement extends coverage to apply in Mexico, but only for accidents or losses within 2 miles of the U.S. border during trips into Mexico of 10 days or less, subject to certain exclusions and other policy conditions.

CA 20 54 - Employee Hired Autos

- This new optional endorsement expands the Who Is An Insured provision to provide coverage for employees who rent vehicles in their own names while performing duties related to the insured's business.

CA 20 55 - Fellow Employee Coverage

CA 20 56 - Fellow Employee Coverage For Designated Employees/Positions

- These new optional endorsements may be used to delete the Fellow Employee exclusions from the policy or delete it for certain employees or positions in a company.

REDUCTIONS IN COVERAGE

EXISTING ENDORSEMENTS

CA 20 01 03 06 - Lessor - Additional Insured And Loss Payee

- With respect to a "leased auto", as defined in CA 20 01, this endorsement has been revised to narrow coverage for the lessor under your policy to bodily injury or property damage resulting from the acts or omissions of you or your employees or agents, and anyone, except the lessor or lessor's employees or agents, operating a "leased auto" with your, or your employees' or agents', permission.

CA 25 08 - Personal Injury Liability Coverage- Garages

CA 25 14 - Broadened Coverage - Garages

Additional exclusions have been added to these endorsements with respect to personal injury or personal and advertising injury liability arising:

- Directly or indirectly out of any action or omission that violates or is alleged to violate the Telephone Consumer Protection Act (TCPA) or the CAN-SPAM Act of 2003 (including any amendment of or addition to such laws), or any other statute, ordinance or regulation that prohibits or limits the sending, transmitting, communicating or distribution of material or information. This is a reduction in coverage in states where, absent the wording of this exclusion, courts would consider coverage to be provided for violations of the above-mentioned acts or of other similar statutes, regulations or ordinances.
- Out of any electronic chat room or bulletin board you or any other insured hosts, owns, or over which you or any other insured exercises control.

CA 25 14 - Broadened Coverage - Garages

Additional exclusions have been added to this endorsement with respect to personal and advertising injury liability arising out of the:

- Unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- Infringement of copyright, patent, trademark, secret or other intellectual property rights. This exclusion does not apply to infringement of copyright, trade dress or slogan in your advertisements.

CA 99 60 - Audio, Visual And Data Electronic Equipment Coverage

- The deductible amount for this coverage has been raised from \$100 to \$250. Additionally, the Limit Of Insurance Provision has been revised to reference the amount shown in the Schedule of this endorsement.

CLARIFICATIONS OR NO IMPACT IN COVERAGE

CA 25 05 - Garage Locations And Operations Medical Payments Coverage

CA 25 08 - Personal Injury Liability Coverage - Garages

CA 25 14 - Broadened Coverage - Garages

CA 26 01 - Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form)

CA 26 02 - Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)

CA 99 03 - Auto Medical Payments Coverage

CA 99 37 - Garagekeepers Coverage

CA 99 59 - Garagekeepers Coverage - Customers' Sound Receiving Equipment

- We have incorporated the war exclusion (formerly added via endorsement) directly into these endorsements. If your previous policy contained a war exclusion then this change is considered a clarification or no impact in coverage.

However, if your previous policy did not contain a war exclusion then this change is considered a reduction in coverage as explained by the following:

Loss or damage arising out of war, warlike action and similar events is excluded under all coverage forms and policies. The War exclusion previously applied only to contractually assumed liability arising out of such events. With respect to Physical Damage Coverage and Trailer Interchange Coverage, the War and Military Action exclusion continues to apply.

CA 20 15 - Mobile Equipment

CA 20 33 - Autos Leased, Hired, Rented Or Borrowed With Drivers - Physical Damage Coverage

CA 23 20 - Truckers Endorsement

- The schedules have been revised to delete the \$25 deductible in favor of a deductible in the amount of the insured's choice for Specified Causes Of Loss.

CA 25 08 - Personal Injury Liability Coverage - Garages

CA 25 14 - Broadened Coverage - Garages

- The definition of "personal injury" or "personal and advertising injury" offenses has been revised to include the words "in any manner" with respect to oral or written publication of material to take into account the Internet and electronic publications.

CA 23 20 - Truckers Endorsement

CA 25 08 - Personal Injury Liability Coverage - Garages

CA 25 14 - Broadened Coverage - Garages

CA 99 37 - Garagekeepers Coverage

CA 99 59 - Garagekeepers Coverage - Customers' Sound Receiving Equipment

- The Supplementary Payments Provision has been amended to expressly state that these payments will not reduce the Limit of Insurance.

CA 03 02 - Deductible Liability Insurance

- The bodily injury "per person" and "per accident" deductible options have been removed from these endorsements, as the option to provide Liability coverage on a split limits basis is not available.

CA 00 22 - Changes In Commercial Auto Coverage Forms

- The provisions of this endorsement have been built into the underlying coverage forms, so this form is no longer necessary and has been withdrawn.

CA 20 01 - Lessor - Additional Insured And Loss Payee

- The reference to Personal Injury Protection Coverage (or equivalent no-fault coverage) has been removed from the Schedule of this endorsement, as it is not the intent of this form to provide such coverage to the lessor.

CA 20 12 - Leasing Or Rental Concerns - Rent It Here/Leave It There

- The title has been changed to "Leasing Or Rental Concerns - Rent-It-There/Leave-It-Here" to more closely track with the purpose of the endorsement.

CA 20 13 - Leasing Or Rental Concerns - Schedule Of Limits For Owned Autos

- Reference to the Business Auto Physical Damage Coverage Form has been removed as this endorsement is only intended to modify liability coverage.

CA 23 17 - Truckers - Uniform Intermodal Physical Damage Coverage- Autos Held For Sale By Non- Dealers

- This endorsement has been revised to correspond with the changes made to Uniform Intermodal Interchange and Facilities Access Agreement by the Intermodal Association of America.

CA 23 24 - Agricultural Produce Trailers - Seasonal

- The reference to "'trailers' with a gross vehicle weight of 2000 pounds or more" has been revised to read "'trailers' with a load capacity exceeding 2000 pounds". This change has been made for consistency with the underlying coverage forms which provide automatic coverage for trailers with a load capacity of 2000 pounds or less.

CA 25 10 - Fire Legal Liability Coverage - Garages

- Paragraph B. has been corrected to provide that exclusions 3 through 17 of the liability section of the Garage Coverage Form do not apply to coverage provided under this endorsement.

CA 25 14 - Broadened Coverage - Garages

- The exclusion relating to personal and advertising offenses committed by an insured whose business is advertising, broadcasting, publishing or telecasting has been removed. Since auto dealers are the only risks eligible for the Garage Coverage Form, this exclusion is not necessary.
- The definition of "advertisement" has been revised to include specific references to the Internet and websites, as well as other forms of electronic communication.

CA 25 16 - Garage Coverage Form - Other Than Covered Autos Exposure - Total Pollution Exclusion

- The title has been changed to the title shown above.
- Revisions have been made to reflect similar changes to paragraph 8. Pollution Exclusion Applicable to Garage Operations - Other Than Covered Autos of the Garage Coverage Form which are described above.

CA 99 10 - Drive Other Car Coverage - Broadened Coverage For Named Individuals

- An editorial revision has been made to the reference "...'auto' you don't own, hire or borrow..." in paragraphs B.1. and D. of the endorsement to clarify that the word "don't" is not intended to modify the words "hire or borrow".

CA 99 17 - Individual Named Insured

- Since the Garage Coverage Form is now intended for auto dealer risks only, the reference to this coverage form has been removed from the list of insurance being modified by this endorsement. Endorsement CA 99 18 - Individual Named Insured- Dealers Only is the proper form to use for auto dealer risks.
- The paragraphs pertaining to Personal Auto Coverage under both Changes In Liability Coverage and Changes In Physical Damage have been revised to change the phrase "While any auto you own..." to "If any auto you own..." to avoid ambiguity as to the meaning of the word "while".

CA 99 30 - Tapes, Records And Discs Coverage

This endorsement has been revised to:

- Clarify that the "tapes, records and discs" exclusion of the Physical Damage Coverage Section does not apply.
- Incorporate a few formatting and editorial changes for consistency with other endorsements in the Commercial Auto forms portfolio.

CA 99 37 - Garagekeepers Coverage

This endorsement has been revised to:

- Clarify the deductibles shown in the schedule for Comprehensive and Specified Causes of Loss by indicating that a maximum deductible applies to loss caused by either theft, mischief or vandalism; or all perils.
- Add reference to "customer's auto equipment" in the lead-in of paragraph **B.3. Who Is An Insured** for consistency with the insuring agreement contained in **B.1.**
- Amend paragraph **D. Limit of Insurance And Deductible** to reference the "all-perils" deductible option.
- The **Limit Of Insurance And Deductible Provision** has been revised to more clearly convey the application of the deductibles based on the way they are shown in the Schedule or Declarations. Additionally, the title of this provision was editorially revised.

CA 99 60 - Audio, Visual And Data Electronic Equipment Coverage

- The Schedule of this endorsement has been revised to add a column in which the Limits of Insurance for this coverage can be identified. Additionally, a note has been included directly under the Schedule of this endorsement to indicate that the amount shown in the Schedule may not necessarily be the amount you receive at the time of loss.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

THIS NOTICE WITH THE COVERAGE FORM(S), DECLARATIONS PAGE AND
ENDORSEMENT, IF ANY, COMPLETES YOUR POLICY.

UTICA NATIONAL INSURANCE COMPANY OF OHIO

DIVIDEND PROVISION - PARTICIPATING COMPANIES:

The named insured shall be entitled to participate in a distribution of the surplus of the Company, as determined and approved by its Board of Directors from time to time.

IN WITNESS WHEREOF, the Utica National Insurance Company of Ohio has caused this policy to be signed by its president and secretary at Columbus, Ohio, and countersigned on the declarations page by a duly authorized representative of the company.


Secretary


Chief Executive Officer

POLICYHOLDERS NOTICE

RENTAL VEHICLE COVERAGE (COMMERCIAL AUTO)

NOTE: This Notice applies to you only if your policy was issued to an individual as the Named Insured and your policy covers less than five "Private Passenger Motor Vehicles" as defined in the "New York Changes - Rental Vehicle Coverage" endorsement.

Rental Vehicle Coverage Premium Charge: NONE

The New York Changes - Rental Vehicle Coverage endorsement to this policy provides protection in the event of damage to, or loss of, a rental vehicle, including loss of use, as described in the endorsement.

Rental Vehicle Coverage is mandated by New York State law to reduce problems that confront consumers and leave them vulnerable to major unanticipated costs when dealing with rental vehicle coverages.

This Rental Vehicle Coverage protects you whenever rental vehicles are rented and operated anywhere within the United States, its territories or possessions, and Canada.

Rental Vehicle Coverage is being automatically added to your policy at no charge by the member companies of the Utica National Insurance Group; however, in the event that a premium is at any time charged or increased for Rental Vehicle Coverage, you have the right to reject this coverage and not pay such charge, if you so inform your insurer within ten calendar days after you receive notice that such a premium charge or increase will be made for Rental Vehicle Coverage.

Please review the New York Changes - Rental Vehicle Coverage endorsement itself. If you wish to obtain additional information regarding this coverage; please contact your insurance agent or broker, or call our toll free telephone number: (800) 274-1914.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

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

SCHEDULE

Name of Person(s) or Organization(s):	GUILDERLAND CENTRAL SCHOOL 8 SCHOOL ROAD PO BOX 18 GUILDERLAND CENTER NY 12085 BORROW BUS FROM GCSD #223
--	---

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES IN BUSINESS AUTO, BUSINESS AUTO PHYSICAL DAMAGE, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

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

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

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

A. Changes In Liability Coverage

1. The third paragraph of **A. Coverage** is replaced by the following:

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

2. Who Is An Insured does not include anyone loading or unloading a covered "auto" except you, your "employees", a lessee or borrower or any of their "employees".
3. **Supplementary Payments** is amended as follows:
 - a. Paragraph **(5)** is replaced by the following:
 - (5)** All costs taxed against the "insured" in any "suit" against the "insured" we defend.

- b. The following paragraphs are added:

- (7)** All expenses incurred by an "insured" for first aid to others at the time of an "accident".

- (8)** The cost of appeal bonds.

4. Paragraph **b. Out-of-state Coverage Extensions** in the Business Auto, Motor Carrier and Truckers Coverage Forms is replaced by the following:

While a covered "auto" is used or operated in any other state or Canadian province, we will provide at least the minimum amount and kind of coverage which is required in such cases under the laws of such jurisdiction.

5. **Exclusions** is changed as follows:

- a. The **Employee Indemnification And Employer's Liability Exclusion** is replaced by the following:

Employee Indemnification And Employer's Liability

This insurance does not apply to:

"Bodily injury" to an "employee" of the "insured" arising out of and in the course of:

- (1)** Employment by the "insured"; or
- (2)** Performing the duties related to the conduct of the "insured's" business.

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

- b. The **Fellow Employee** Exclusion is replaced by the following:

Fellow Employee

This insurance does not apply to:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion only applies if the fellow "employee" is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.

- c. The **Handling Of Property** Exclusion does not apply.
- d. The **Movement Of Property By Mechanical Device** Exclusion does not apply.
- e. The **Operations** Exclusion does not apply.
- f. The **Completed Operations** Exclusion does not apply.
- g. The **Pollution** Exclusion does not apply.
- h. The **War** Exclusion is replaced by the following:

War

"Bodily injury" or "property damage" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

- i. The **Racing** Exclusion does not apply.
- j. The following exclusion is added:

Spousal Liability

"Bodily injury" to or "property damage" of the spouse of an "insured". However, we will pay all sums an "insured" legally must pay if named as a third-party defendant in a legal action commenced by his or her spouse against another party.

- 6. If the Limit Of Insurance shown in the Declarations is equal to or greater than \$160,000, the **Limit Of Insurance** Provision is changed by the following:

Limit of Insurance applies except that we will apply the Limit Of Insurance shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act for:

- a. "Bodily injury" not resulting in death of any one person caused by any one "accident";
- b. "Bodily injury" not resulting in death of two or more persons caused by any one "accident";
- c. "Bodily injury" resulting in death of any one person caused by any one "accident";
- d. "Bodily injury" resulting in death of two or more persons caused by any one "accident"; or
- e. "Property damage" in any one "accident".

This provision will not change our total Limit of Insurance.

- 7. If the Limit Of Insurance shown in the Declarations is less than \$160,000, the **Limit Of Insurance** Provision is replaced by the following:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident", is the Limit Of Insurance for Liability Coverage shown in the Declarations, except for those damages for "bodily injury" resulting in death. We will apply the Limit Of Insurance shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act as follows:

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

This provision will not change our total Limit of Insurance.

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

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

- a. Up to \$50,000 for "bodily injury" resulting in death of any one person caused by any one "accident"; and
- b. Up to \$100,000 for "bodily injury" resulting in death of two or more persons caused by any one "accident", subject to a \$50,000 maximum for any one person.

If the Limit Of Insurance shown in the Declarations is not exhausted by payment of damages for:

- a. "Bodily injury" not resulting in death;
- b. "Property damage"; or
- c. "Covered pollution cost or expense";

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

8. If forming part of the policy, the Nuclear Energy Liability Exclusion (Broad Form) Endorsement does not apply to the Commercial Auto Coverage Part.

B. Changes In Trailer Interchange Coverage

Paragraph **A.2.** of **Section III - Trailer Interchange Coverage** in the Motor Carrier Coverage Form is replaced by the following:

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages, even if the allegations of the "suit" are groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

C. Changes In Physical Damage Coverage

1. The **Owned Autos You Acquire After The Policy Begins** provision of Section I - **Covered Autos** is replaced by the following:
Owned Autos You Acquire After The Policy Begins

- a. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

- b. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

- (1) We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

- (2) You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

- c. Notwithstanding the provisions of Paragraphs **a.** and **b.**, during the term of the Coverage Part, Physical Damage Coverage for an additional or replacement private passenger "auto" shall not become effective until you notify us and request coverage for the "auto".

However, if you replace a private passenger "auto" currently insured with us for a continuous period of at least 12 months, we will provide the same coverage which applied to the replaced "auto", without a coverage request, for five calendar days beginning on the date you acquired the replacement "auto". After five calendar days, coverage will not apply until you request coverage for the "auto".

2. The **War Or Military Action** Exclusion is replaced by the following:

War Or Military Action

War, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

3. **Deductible** is replaced by the following:

Deductible

For each covered "auto", our obligation to pay for, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.

4. The following provisions are added to **Physical Damage Coverage** and apply in place of any conflicting policy provisions:

a. **Mandatory Inspection For Physical Damage Coverage**

(1) We have the right to inspect any private passenger "auto", including a non-owned "auto", insured or intended to be insured under this Coverage Part before physical damage coverage shall become effective, except to the extent that this right is prescribed and limited by New York State Department of Financial Services' Insurance Regulation No. 79 (11 NYCRR 67) or Section 3411 of the New York Insurance Law.

(2) When an inspection is required by us, you must cooperate and make the "auto" available for the inspection.

b. **"Auto" Repairs Under Physical Damage Coverage**

Payment of a physical damage "loss" shall not be conditioned upon the repair of the "auto". We may not require that repairs be made by a particular repair shop or concern.

c. **Recovery Of Stolen Or Abandoned "Autos"**

If a private passenger "auto" insured under this Coverage Part for physical damage coverage is stolen or abandoned, we or our authorized representative shall, when notified of the location of the "auto", have the right to take custody of the "auto" for safekeeping.

D. Changes In Conditions

1. Paragraphs a. and b.(2) of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms are replaced by the following:

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

- a. In the event of "accident", claim, "suit" or "loss", you or someone on your behalf must give us or our authorized representative notice as soon as reasonably possible of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Written notice by or on behalf of the injured person or any other claimant to our authorized representative shall be deemed notice to us.

- b. Additionally, you and any other involved "insured" must:

- (2) Send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" as soon as reasonably possible.

2. Paragraph a. of the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

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

- a. In the event of "loss", you must give us notice as soon as reasonably possible of the "loss". Include:

- (1) How, when and where the "loss" occurred; and
- (2) To the extent possible, the names and addresses of any injured persons and witnesses.

3. The **Legal Action Against Us** Condition in the Business Auto, Truckers and Motor Carrier Coverage Forms is replaced by the following:

Legal Action Against Us

- a. Except as provided in Paragraph b., no one may bring a legal action against us until:

- (1) There has been full compliance with all of the terms of the coverage form; and

(2) Under Liability Coverage, we, by written agreement with the "insured" and the claimant, agree that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the "insured's" liability.

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

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

(1) Brings an action to declare the rights of the parties under the policy; and

(2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

4. Paragraph d. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph h. **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

When this Coverage Form and any valid and collectible insurance under any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

5. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as soon as practicable, as required under this Coverage

Part, shall not invalidate any claim made by the "insured", injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the "insured", injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

6. The **Loss Payment - Physical damage Coverages** Condition is replaced by the following:

Loss Payment - Physical damage Coverages

At our option we may:

a. Pay for or replace damaged or stolen property; or

b. Return the stolen or damaged property, at our expense. We will pay for any damage that results to the "auto" from the "loss".

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

7. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms is changed as follows:

This condition does not apply to liability coverage.

8. The **Premium Audit** Condition is amended by the addition of the following:

An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy or the anniversary date, if this is a continuous policy or a policy written for a term longer than one year. But the audit may be waived if:

a. The total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500; or

b. The policy requires notification to the insurer with specific identification of any additional exposure units (e.g., autos) for which coverage is requested.

c. Except as provided in Paragraphs a. and b. above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

E. Changes In Definitions

The **Definitions** Section in the Business Auto, Business Auto Physical Damage, Motor Carrier and Truckers Coverage Forms is changed as follows:

1. The "covered pollution cost or expense" definition in all coverage forms, except the Business Auto Physical Damage Coverage Form, is replaced by the following:

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

- a. Any request, demand, order or statutory or regulatory requirement; or
- b. Any claim or "suit" by or on behalf of a governmental authority demanding;

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

2. The "insured contract" definition in all coverage forms, except the Business Auto Physical Damage Coverage Form, is replaced by the following:

"Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. That part of any contract or agreement entered into, as part of your business, by you or any of your employees, pertaining to the rental or lease of any "auto"; or
- g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- a. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver;
- b. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority; or
- c. Under which the "insured" assumes liability for injury or damage caused by the dumping, discharge or escape of:

- (1) Irritants, pollutants or contaminants that are, or that are contained in, any property that is:

- (a) Being moved from the place where such property or pollutants are accepted by the "insured" for movement into or onto the covered "auto";
- (b) Being transported or towed by the covered "auto";
- (c) Being moved from the covered "auto" to the place where such property or pollutants are finally delivered, disposed of or abandoned by the "insured";
- (d) Otherwise in the course of transit; or
- (e) Being stored, disposed of, treated or processed in or upon the covered "auto" other than fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for, or result from, the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts.

- (2) Irritants, pollutants or contaminants not described in Paragraph (1) above unless:

- (a) The pollutants or any property in which the pollutants are contained is upset, overturned or damaged as a result of the maintenance or use of the covered "auto"; and

- (b) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.
3. The "mobile equipment" definition is replaced by the following:

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

"Mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

However, the operation of:

- a. Equipment described in Paragraphs f.(2) and f.(3) above; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

is considered operation of "mobile equipment" and not operation of an "auto".

F. Changes In Forms And Endorsements

- 1. All references to Underinsured Motorists Coverage shall mean Supplementary Uninsured/Underinsured Motorists Coverage.
- 2. If the Garagekeepers Coverage endorsement or the Garagekeepers Coverage - Customers' Sound-receiving Equipment endorsement is attached, then:
 - a. Paragraph B.2. is replaced by the following:
 - 2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages, even if the allegations of the "suit" are groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate.

Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

- b. Exclusion 3. is replaced by the following:
 - 3. We will not pay for "loss" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
- 3. If the Auto Medical Payments Coverage endorsement is attached, then Exclusion C.6. is replaced by the following:

6. "Bodily injury" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

- 4. If the Single Interest Automobile Physical Damage Insurance Policy is attached, the **War** Exclusion is replaced by the following:

This insurance does not apply to "loss" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
- 5. If the Stated Amount Insurance endorsement is attached, then Paragraph C.2. of that endorsement does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

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

SCHEDULE

Name of Person(s) or Organization(s): CROSSGATES MALL GENERAL COMPANY NEWCO, LLC C/O THE PYRAMID CO THE CLINTON EXCHANGE 4 CLINTON SQUARE SYRACUSE, NY 13202

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

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

SCHEDULE

Name of Person(s) or Organization(s): CROSSGATES RE:A# 120 2010 CHEVROLET SUBURBAN #7176
--

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROVIDE NOTICE OF CANCELLATION TO ANOTHER ENTITY

This policy is subject to the following [Note: If this policy consists of more than one Coverage Part, separate notices are **not** required for each Coverage Part]:

SCHEDULE

Entity	Number Of Days
COUNTY OF ALBANY, 112 STATE STREET, ALBANY, NY 12207	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. If this insurance is cancelled, whether at your request or ours, we will endeavor to provide the entity shown in the Schedule with written notice of such cancellation within the number of days shown in the Schedule.
2. However, failure on our part to provide such notice shall not delay the effective date of cancellation of this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT
Endorsement Effective Date: 02-01-2021
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: UNIO	
Policy Number: 1400623	Effective Date: 07-01-2021
Expiration Date: 07-01-2022	
Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT	
Address: ROUTE 85A VOORHEESVILLE, NY 12186	
Additional Insured (Lessor): LEONARD BUS SALES INC.	
Address: 4 LEONARD WAY DEPOSIT, NY 13754	
Designation Or Description Of "Leased Autos": #129 - 2021 IC BUS VIN #: 4DRBUPWN4MB846629	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 500 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

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

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- a. You;
- b. Any of your "employees" or agents; or
- c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

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

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

E. Additional Definition

As used in this endorsement:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): LEONARD BUS SALES INC. 4 LEONARD WAY DEPOSIT, NY 13754 RE: VEH #129 - 2021 IC BUS - VIN #: 4DRBUPWN4MB846629
--

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

DIVIDEND PLAN ENDORSEMENT

It is agreed that the policy paragraph titled:

"Mutuals-Participation clause without Contingent Liability"
is amended to include the following additional condition:

The policy to which this endorsement is attached is subject to the

N.Y.S. PUBLIC SCHOOL SAFETY GROUP

NAME OF DIVIDEND PLAN

and in lieu of the dividends otherwise declared is eligible only for any dividends that may be declared by the Board of Directors which result from the application of the Plan.

NOTE: DIVIDENDS ARE APPROVED AT THE DISCRETION OF THE BOARD OF DIRECTORS AND THEREFORE CANNOT BE GUARANTEED

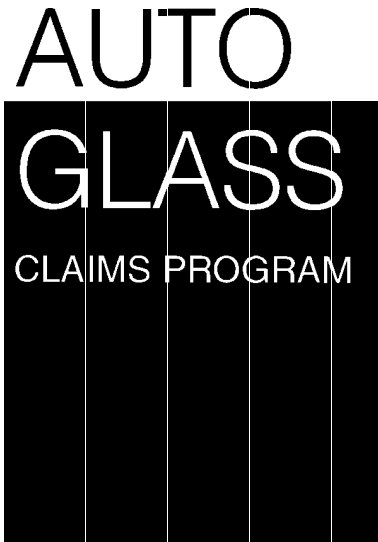
SCHOOL PROGRAM RENEWAL CREDIT

In consideration of your meeting the eligibility requirements of the School Program Renewal Credit, your policy premium reflects a 5% credit.

SCHOOL SAFETY ASSOCIATION FORMAL RISK MANAGEMENT PROGRAM CREDIT

In consideration of your participation in the School Safety Association Formal Risk Management Program, your policy premium reflects a 10% credit.

**For Auto Glass claims, call our
toll free number...**



1-800-216-1420



Utica National Insurance Group
Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

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

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

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto."
 - B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
 - C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.
 - D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTION AUTO EXTENSION PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Only that insurance provided below that broadens coverage under the Commercial Auto Coverage Part applies.

- A.** The following is added to LIABILITY COVERAGE WHO IS (AN) INSURED provision:
1. Anyone volunteering services to you is an "insured" while using, in activities directly related to your operations, a covered "auto" you do not own, hire or borrow. Anyone else who furnishes that "auto" is also an "insured."
 2. Any "employee" or elected or appointed administrative official of yours is an "insured" while using, in activities directly related to your operations, a covered "auto" you do not own, hire or borrow. Anyone else who furnishes that "auto" is also an "insured."
- B. Fellow Employee Exclusion Exception**
The following modification applies on an excess basis over any other insurance.
Exclusion 5. (Fellow Employee) of SECTION II - LIABILITY COVERAGE is replaced by the following:
5. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment.
But this exclusion does not apply to "bodily injury" to any fellow "employee" which results from the use of a covered "auto" you own or hire.
- C. Increased Supplementary Payments**
The amount we will pay for the cost of bail bonds and for reasonable expenses incurred by the "insured" under the Supplementary Payments Coverage Extension of SECTION II - LIABILITY COVERAGE is increased to \$2,500 and \$300 respectively.
- D. Automatic Hired Auto Physical Damage Coverage**
1. Subject to 2. and 3. below, the broadest of the Physical Damage Coverages provided under this Coverage Part for "autos" you own are also provided for hired "autos" which are covered for Liability Coverage under this Coverage Part.
 2. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$50,000.
 3. As respects the Physical Damage Coverage provided for hired "autos" under this Coverage Extension, our obligation to pay for, return or replace damaged or stolen property will be reduced by the largest deductible for such coverage applicable to any owned covered "auto." In the event of "loss" caused by fire or lightning, no deductible shall apply.
- E. Limited Physical Damage Coverage for Personal "Autos" of Employees or Volunteers**
1. **Coverage**
For any "auto" owned by an employee or volunteer involved in an "accident" while such "auto" is used in your operations, we will pay up to \$1,000:

- a. As reimbursement for a deductible amount that applies to your employee's or volunteer's comprehensive or collision coverage; or
 - b. For "loss," if no comprehensive or collision coverage applies to that "auto";
- but only if the "auto" is not leased, rented or owned wholly or in part by you.

2. Conditions

- a. With respect to any "loss" paid under this coverage, we waive our rights of subrogation against the owner of the "auto."
- b. With respect to this coverage, the Other Insurance condition is replaced by the following:
Other Insurance:
The insurance afforded by this coverage does not apply.
 - (1) To any part of any "loss" for which there is other insurance which would apply to such "loss" in the absence of the insurance afforded by this coverage; and
 - (2) Whether such other insurance covers the interest of you, the owner of the "auto," or any other person or organization.

F. Towing Service/Service Call

Under SECTION III - PHYSICAL DAMAGE COVERAGE, part 2. of A. Coverage is replaced by the following:

2. Towing

- a. We will pay up to \$5,000 for towing and labor costs incurred each time a covered "auto" is disabled. However, we will only pay labor costs for labor performed at the place of disablement.
- b. The Physical Damage Towing And Labor Limit shown in the Declarations does not apply to this coverage.

G. Window Glass Breakage Deductible Waiver

For "loss" covered under SECTION III - PHYSICAL DAMAGE COVERAGE, the Deductible provision does not apply to window glass breakage if the damaged window glass is repaired instead of replaced.

H. Theft Extension

The coverage provided under SECTION III - PHYSICAL DAMAGE COVERAGE for transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type is increased to \$50 per day and to a maximum of \$1,500.

I. Rental Reimbursement Coverage

- 1. We will reimburse you for reasonable costs you incur for the rental of a substitute "auto" that temporarily replaces a covered "auto" described in the Declarations while such "auto" is being repaired or replaced due to a "loss" covered under Comprehensive Coverage, Specified Cause of Loss Coverage or Collision Coverage.
- 2. We will pay the lesser of:
 - a. The amount of actual and necessary rental costs that you incur; or
 - b. A maximum of \$5,000 for each "loss."
- 3. The DEDUCTIBLE provision does not apply to this coverage.

J. Personal Property of Insured

The following coverage is added to SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$500 for "loss" to personal property of the "insured" caused by or resulting from:

- 1. The "insured" attempting to restore or maintain order; or
 - 2. Assault to the "insured";
- but only if "loss" occurs in or on a covered "auto."

K. Malfunction Extension for Airbags

The following provision is added to the Exclusion for wear and tear, freezing, mechanical or electrical breakdown under SECTION III - PHYSICAL DAMAGE COVERAGE:

But mechanical or electrical breakdown does not include accidental inflation of an airbag.

L. Sound Receiving and Transmission Equipment

Under SECTION III - PHYSICAL DAMAGE COVERAGE, the exclusion relating to Audio, Visual and Data Electronic Equipment does not apply to any equipment that is permanently installed in a covered "auto".

M. The following is added to Paragraph D., Deductible, of Section III - PHYSICAL DAMAGE COVERAGE:

With respect to Comprehensive losses, at the same garaging location, the deductible shall apply on a per occurrence basis rather than for each covered "auto."

N. Multiple Deductibles

- 1. In the event of any occurrence which results in a loss or "loss" we cover under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in 2. or 3. below.

2. a. If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.
- b. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.
3. If involved deductibles for different coverages are of different amounts, we will use the method described in a. or b. of this item 3. which results in the higher total payment to you.
 - a. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or
 - b. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.

O. Bodily Injury Redefined

It is agreed and understood that the definition of "bodily injury" (SECTION V) includes mental anguish resulting from "bodily injury," sickness or disease to the person who sustained such "bodily injury," sickness or disease.

P. Unintentional Failure to Disclose Hazards

Failure of the "insured" to disclose all hazards existing as of the inception date of the Coverage Part shall not invalidate the insurance afforded by this Coverage Part if such failure or omission is not intentional.

Q. Broadened Cancellation

It is agreed that we may cancel or nonrenew this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60), but not more than one hundred twenty (120) days before the effective date of cancellation.

This provision does not apply if the policy is cancelled for nonpayment of premium.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this Coverage Part, then such law or regulation shall prevail and this Coverage Part is amended to conform with such law or regulation.

R. Broadened Named Insured

It is agreed that the Named Insured shown in the Declarations includes any subsidiary corporation, firm, or organization of a similar business nature which is newly acquired or formed, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. However, coverage does not apply to "bodily injury," "property damage" or "loss" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

As used in this extension of coverage, the phrase, "similar business nature" means of a nature which an ordinary person would consider to be closely related to your business.

S. Notice of Accident, Claim, Suit or Loss

It is agreed that failure by any agent, servant, or "employee" (except an executive officer, or individual designated by an executive officer to give such notice) of the "insured" to notify us of any "accident," claim, "suit," or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this Coverage Part as respects the Named Insured.

T. Hired Auto Changes

Coverage territory is amended to be anywhere in the world for a "suit":

1. Involving a covered "auto" that is leased, hired, rented or borrowed by the Named Insured; and
2. Brought against an "insured" for damages to which this insurance applies, when such "suit" is brought in:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico; or
 - d. Canada.

U. Additional Insured - By Contract, Agreement Or Permit

Under Section II – Liability Coverage, the following is added to Who Is An Insured:

Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Business Auto Coverage Form is an "insured" for Liability Coverage, but only to the extent that such person or organization qualifies as an "insured" under the Who Is An Insured Provision.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

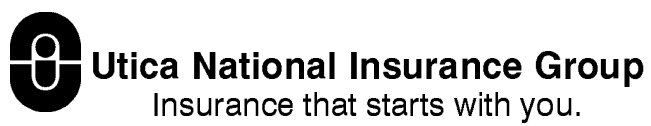
PREMIUM PAYMENT SCHEDULE

POLICY NUMBER:	BAC 1400623	U0401
INSURED:	VOORHEESVILLE CENTRAL SCHOOL	TEN EYCK GROUP
POLICY EFFECTIVE:	07/01/21	1924 WESTERN AVENUE
		ALBANY NY 12203

DATE PAYABLE	PREVIOUS PAYMENT SCHEDULE	PAYMENT CHANGE	SURCHARGE AMOUNT	PREMIUM AMOUNT	AMOUNTS TO PAY
07/01/21			\$ 390.00	\$ 7,406.00	\$ 7,796.00
10/01/21				7,404.00	7,404.00
01/01/22				7,404.00	7,404.00
04/01/22				7,404.00	7,404.00
TOTALS			\$ 390.00	\$ 29,618.00	\$ 30,008.00

THIS SCHEDULE WAS PRODUCED 06/11/21, AS THE RESULT OF A RENEWAL .





Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413