

New York Personal Automobile Policy



PERSONAL



COMMERCIAL



MOTORCYCLE



RV



HOMEOWNERS



FLOOD



HEALTH & LIFE

10954 (05/16)

National General 
Auto, Home & Health Insurance

5630 University Parkway • PO Box 3199
Winston-Salem NC 27102-3199

New South Insurance Company

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P.O. Box 3199
Winston-Salem, NC 27102-3199

This policy is a legal contract between you and us.

This policy is a legal contract between you and us. The new Personal Auto Policy has been:

- **designed for easy reference;**
- **simplified to make it more understandable; and**
- **arranged to better display the available coverage.**

READ YOUR POLICY CAREFULLY

**TO REPORT A CLAIM:
1-800-468-3466**

**NEW YORK PRIVATE PASSENGER AUTO
INSURANCE POLICY
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PERSONAL AUTO POLICY

AGREEMENT

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

DEFINITIONS

Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household.

"We", "us" and "our" refer to the Company providing this insurance.

For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are boldfaced when used.

"Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

"Occupying" means in, upon, getting in, on, out or off.

"Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup, panel truck, or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

"Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles on the date you become the owner:
 - a. a private passenger auto; or
 - b. a pickup, panel truck or van, not used in any business or occupation other than farming or ranching.

This provision applies only if you:

- a. acquire the vehicle during the policy period and it is eligible for coverage pursuant to our underwriting criteria; and
- b. ask us to insure it within 30 days after you become the owner.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced.

If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any **trailer** you own.

4. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- a. breakdown;
- b. repair;
- c. servicing;
- d. loss; or
- e. destruction

The auto or trailer being used on a temporary basis must be eligible for coverage pursuant to our underwriting criteria

The definition of **your covered auto** does not apply to PART D – COVERAGE TO YOUR AUTO. **Your covered auto** is redefined in PART D.

Throughout this policy, "use" of a vehicle includes its loading and unloading.

PART A > LIABILITY COVERAGE

INSURING AGREEMENTS

We will pay damages, except punitive or exemplary damages, for bodily injury or property damage for which any **covered person** becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for damages which are payable under the terms of this policy. Defense must be provided even if claim is groundless. In addition to our limit of liability, we will pay all defense costs we incur.

"Covered person" as used in this Part means:

1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer**.
2. Any person using **your covered auto**.
3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or **trailer**, other than **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This provision applies only if the person or organization does not own or hire the auto or **trailer**.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of a **covered person**.

1. Up to \$250 of the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in bodily injury or property damage covered under this policy.

2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.
6. Expenses incurred by a **covered person** for first aid to others at the time of the accident.
7. All costs taxed against a **covered person** in any suit we defend.

EXCLUSIONS

A. We do not provide Liability Coverage for any person:

1. Who intentionally causes, or directs another person to cause, bodily injury or property damage.
2. For damage to property owned or being transported by that person.
3. For damage to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of;
 that person.

This exclusion does not apply to damage to:

- a. a residence or private garage; or
- b. any of the following type vehicles not owned by or furnished or available for the regular use of you or any **family member**:
 - (1) private passenger autos;
 - (2) **trailers**; or
 - (3) pickups, panel trucks, or vans.
4. For bodily injury to an employee of that person during the course of employment. This exclusion does not apply to bodily injury to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.

6. While employed or otherwise engaged in the business or occupation of:
 - a. selling
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion does not apply to the ownership, maintenance or use of **your covered auto** by:
 - a. you;
 - b. any **family member**; or
 - c. any partner, agent or employee of you or any **family member**.

7. Maintaining or using vehicle while that person is employed or otherwise engaged in any business or occupation not described in Exclusion 6. This exclusion does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup, panel truck or van that you own; or
 - c. **trailer** used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that that person is entitled to do so.
9. For bodily injury or property damage for which that person:
 - a. is an insured under a nuclear energy liability policy; or
 - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

- a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
- ### B. We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any motorized vehicle having less than four wheels.
 2. Any vehicle, other than **your covered auto**, which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.

3. Any vehicle, other than **your covered auto**, which is:
 - a. owned by a **family member**; or
 - b. furnished or available for the regular use of any **family member**.

However, this exclusion does not apply to your maintenance or use of any vehicle which is:

- a. owned by a **family member**, or
 - b. furnished or available for the regular use of any family member.
4. Any vehicle, including your insured car, while used in or preparing for any race, speed contest or performance contest.

SPLIT LIABILITY LIMITS - NEW YORK

LIABILITY COVERAGE

A. If the limit of Bodily Injury Liability shown in the Schedule or in the Declarations is equal to or greater than:

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

the Limit of Liability provision is the following:

LIMITS OF LIABILITY

The limit of:

1. Bodily Injury Liability shown in the Schedule or in the Declarations for:
 - a. "each person" is our maximum limit of liability for all damages for bodily injury or death sustained by any one person in any one auto accident; and
 - b. "each accident" is our maximum limit of liability for all damages for bodily injury or death in any one auto accident, subject to the limit of each person.

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

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

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

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

B. If the limit of Bodily Injury Liability shown in the Schedule or in the Declarations is less than:

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

the Limit of Liability provision is the following:

LIMIT OF LIABILITY

The limit of:

1. Bodily Injury Liability shown in the Schedule or in the Declarations for:
 - a. "each person" is our maximum limit of liability for all damages for bodily injury not resulting in death sustained by any one person in any one auto accident; and
 - b. "each accident" is our maximum limit of liability for all damages for bodily injury not resulting in death in any one auto accident, subject to the limit for each person.
2. Property Damage Liability shown in the Schedule or in the Declarations for "each accident" is our maximum limit of liability for all damages to all property resulting from any one auto accident.

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

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

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

1. **Covered persons**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

OUT OF STATE COVERAGE

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

If the state or province has:

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

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

FINANCIAL RESPONSIBILITY REQUIRED

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

OTHER INSURANCE

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance, we provide for a vehicle you do not own, shall be excess over any other collectible insurance.

PART B > MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

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

1. Caused by accident; and
2. Sustained by a **covered person**.

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

“**Covered person**” as used in this Part means:

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

EXCLUSIONS

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

1. Sustained while **occupying** any motorized vehicle having less than four wheels.
2. Sustained while **occupying your covered auto** when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
3. Sustained while **occupying** any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the bodily injury.
5. Sustained while **occupying** or, when struck by, any vehicle (other than your **covered auto**) which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
6. Sustained while **occupying** or, when struck by, any vehicle (other than **your covered auto**) which is:
 - a. owned by any **family member**; or
 - b. furnished or available for the regular use of any **family member**.

However, this exclusion does not apply to you.

7. Sustained while **occupying** a vehicle without a reasonable belief that that person is entitled to do so.
8. Sustained while **occupying** a vehicle when it is being used in the business or occupation of a **covered person**. This exclusion does not apply to bodily injury sustained while **occupying** a:
 - a. private passenger auto;
 - b. pickup, panel truck or van that you own; or
 - c. **trailer** used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.
11. Caused by the insured person's commission or attempt to commit a felony, or by the insured person being involved in an illegal operation.
12. Sustained while your insured car is driven in or preparing for any race, speed contest, or performance contest.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Part A or Part C.

No payment will be made unless the injured person or that person's legal representative agrees in writing that any payments shall be applied toward any settlement or judgment that person receives under Part A or Part C.

OTHER INSURANCE

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C > UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENTS

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

1. **Damages for Bodily Injury Caused by Uninsured Motor Vehicles.** We will pay all sums which the insured, as defined herein, or the insured's legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, and caused by accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this UM endorsement; provided, for the purposes of this coverage, determination as to whether the insured or the insured's representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or the insured's representative and us or, if they fail to agree, by arbitration.
2. **Definitions:** For purposes of this UM endorsement, the following terms shall have the following meanings:
 - (a) **Insured.** The unqualified word "insured" means:
 - (1) You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
 - (2) any other person while occupying:
 - (i) A motor vehicle owned by the named insured or, if the named insured is an individual, such spouse and used by or with the permission of either, or
 - (ii) Any other motor vehicle while being operated by the named insured or such spouse, except a person occupying a motor vehicle not registered in the State of New York, while used as a public or livery conveyance; and
 - (3) any person, with respect to damages such person is entitled to recover because of bodily injury to which this coverage applies sustained by an insured under subparagraphs (1) or (2) above.

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

- (1) No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or
- (2) Neither the owner nor driver can be identified, including a hit-and-run vehicle, and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
 - (i) The insured or someone on the insured's behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with us a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (ii) At our request, the insured or the insured's legal representative makes available for inspection the motor vehicle the insured was occupying at the time of the accident, or
- (3) There is bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:
 - (i) The amount of such insurance coverage or bond is less than the UM limits of this policy; or
 - (ii) The insurer writing such insurance coverage or bond denies coverage.
- (4) The term "uninsured motor vehicle" does not include a motor vehicle that is:
 - (i) Insured under the liability coverage of this policy; or
 - (ii) Owned by you, as the named insured and, while residents of the same household, your spouse and relatives of either you or your spouse; or
 - (iii) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the UM limits of this policy; or

(iv) Owned by the United States of America, Canada, a state, a political subdivision or any such government, or an agency of any of the foregoing; or

(v) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or

(vi) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

(c) **Hit-and-Run Vehicle.** The term “hit-and-run motor vehicle” means a motor vehicle which causes bodily injury to an insured arising out of physical contact of such motor vehicle with the insured or with a motor vehicle which the insured is occupying at the time of the accident, provided:

(1) there cannot be ascertained the identity of either the operator or the owner of such “hit-and-run motor vehicle”;

(2) the insured or someone on his or her behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(3) at our request, the insured or his or her legal representative makes available for inspection the motor vehicle which the insured was occupying at the time of the accident.

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

(e) **Occupying.** The word “occupying” means in, upon, entering into, or exiting from a motor vehicle.

(f) **State.** The term “state” includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

3. **Territory.** The coverage provided by this UM endorsement applies only to accidents which occur within the State of New York.

EXCLUSIONS

This UM coverage does not apply:

1. To bodily injury to an insured while operating a motor vehicle in violation of an order of suspension or revocation; or to care or loss of services recoverable by an insured because of such bodily injury so sustained;
2. To bodily injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, the insured’s legal representatives or any person entitled to payment under this UM coverage shall, without our written consent, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor; but this provision shall be subject to Condition 8 of this UM endorsement.
3. To bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for at least the minimum bodily injury liability limits and UM limits required by law by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.
4. So as to inure directly or indirectly to the benefit of any workers’ compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workers’ compensation or disability benefits law or any similar law.
5. For noneconomic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.

CONDITIONS

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

3. **Notice and Proof of Claim.** Within 90 days or as soon as practicable, the insured or other person making claim shall give us written notice of claim under this UM endorsement.

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

The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person named by us and subscribe the same. Proof of claim shall be made upon forms we furnish unless we shall fail to furnish such forms within 15 days after receiving notice of claim.

4. **Medical Reports.** The injured person shall submit to physical examinations by physicians we select when and as we may reasonably require. The insured, or in the event of the insured's incapacity, such insured's legal representative, or in the event of the insured's death, the insured's legal representative or the person or persons entitled to sue therefor, shall upon our request authorize us, when and as often as we may reasonably require, to obtain relevant medical reports and copies of records.
5. **Notice of Legal Action.** If the insured or such insured's legal representative brings any lawsuit against any persons or organizations legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.
6. **UM Limit of Liability.** The UM limit payable under this UM endorsement shall be:
- (a) The limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident is \$25,000 per person and, subject to this per person limit, the total limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons, as the result of any one accident is \$50,000.
 - (b) If the bodily injury results in death, the limit of our liability shall be \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this limit for each person, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.
 - (c) Any amount payable under the terms of this UM endorsement, including amounts payable for care or loss of services, because of bodily injury

sustained by one person, shall be reduced by (1) all sums paid to one or more insureds on account of such bodily injury by or on behalf of (a) the owner or operator of the uninsured motor vehicle and (b) any other person or persons jointly or severally liable together with such owner or operator for such bodily injury, and (2) all sums paid to one or more insureds on account of bodily injury sustained in the same accident under any insurance or statutory benefit similar to that provided by this UM endorsement.

7. **Other Insurance.** With respect to bodily injury to an insured while occupying a motor vehicle not owned by the named insured, the coverage under this UM endorsement shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such motor vehicle as primary insurance, and this UM endorsement shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if there is other similar insurance available to the insured and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this coverage and such other insurance, and we shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this UM endorsement and such other insurance.

8. **Release or Advance.** In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.

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

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

9. **Non-Duplication.** This UM coverage shall not duplicate any of the following:
- (a) Benefits payable under workers' compensation or other similar laws;
 - (b) Non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law;

- (c) Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or other similar motor vehicle insurance payable without regard to fault;
 - (d) Any valid or collectible motor vehicle medical payments insurance; or
 - (e) Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury insurance policies or bonds.
10. **Arbitration.** If we do not agree with the insured or the insured's representative making claim hereunder that the insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this UM endorsement, then, upon written demand of either the claimant or us, the matter or matters upon which we do not agree with such person shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association prescribed or approved by the Superintendent of Insurance for this purpose. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and we each agree to consider itself bound and to be bound by an award made by the arbitrators pursuant to this UM endorsement.
11. **Subrogation.** If we make a payment under this UM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition 8, such person shall do nothing to prejudice this right.
12. **Payment of Loss by Company.** We shall pay any amount due under this UM endorsement to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.
13. **Action Against Company.** No lawsuit shall lie against us unless, as a condition precedent thereto, the insured or the insured's legal representative has first fully complied with all the terms of this UM endorsement.
14. **Assignment.** Assignment of interest under this UM endorsement shall not bind us until our consent is endorsed hereon.
15. **Survivor Rights.** If you or your spouse, if a resident of the same household, dies, this UM coverage shall cover:
- (a) The survivor as named insured,
 - (b) The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and
 - (c) Any relative who was an insured at the time of such death.
16. **Policy Period - Termination.** This UM coverage applies only to accidents which occur on and after the effective date hereof and during the policy period and shall terminate upon (1) termination of the policy of which it forms a part or (2) termination of New York registration on all motor vehicles owned by the named insured or spouse.

PART D > COVERAGE FOR DAMAGE TO YOUR AUTO

DEFINITIONS USED IN THIS PART

"Actual cash value" means the fair market value of the stolen or damaged property at the time of **loss**.

"Customized equipment and parts" means equipment, devices, accessories, changes and enhancements, other than those installed by the original manufacturer, which alter the appearance or performance of an auto. This includes, but is not limited to, such items as body or suspension alterations, custom or special wheels or tires, side exhausts, roll bars, light bars, spoilers, ground effects, bedliners, side exhausts, utility boxes, custom windows, custom painting, murals, or decals or graphics and also, includes but is not limited to, such items as any electronic equipment, antennas and other devices used exclusively to send or receive audio, visual or data signals, or play back recorded media, which are permanently installed in **your covered auto** using bolts, brackets or slide-out brackets.

"Diminution in value" means actual or perceived reduction, if any, in the market value of tangible property by reason of the fact that it has been damaged and repaired.

"Loss" means: sudden, direct and accidental destruction or damage. **Loss** does not include **diminution in value**.

"Your covered auto" as used in this part means:

1. Any auto or **trailer** shown in the Declarations.
2. Any auto having a Gross Vehicle Weight as specified by the manufacturer of less than 10,000 pounds on the date you become the owner, but only if you comply with the notice provisions as set forth below:
 - a) If the auto you acquire replaces an auto shown in the Declarations, it will have the same coverage as the auto it replaced.
 - b) If the auto you acquire is in addition to any auto shown in the Declarations, it will have the broadest coverage we now provide for any auto shown in the Declarations.

We do not provide Coverage for Damage to Your Auto for any additional or replacement auto you acquire until after you:

- a. notify us; and
- b. request coverage for that auto.

However, this provision does not apply to a replacement auto for the 3 day period beginning on the date you become the owner if:

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

For each of the following which falls within the 3 day period, we will extend the period 1 day:

- a. Saturday;
 - b. Sunday; or
 - c. Legal holiday.
3. Any auto you rent which is not owned by you while used on a temporary basis as a substitute for any other auto described in this definition which is out of normal use because of its:
- a) breakdown;
 - b) repair;
 - c) servicing;
 - d) **loss**; or
 - e) destruction.
4. Any auto rented by you for 60 days or less and being operated by you or any family member at the time of loss.

INSURING AGREEMENT

If you pay a premium for this coverage, we will pay for direct and accidental **loss** to **your covered auto** including its equipment attached thereto.

We will pay for **loss** to **your covered auto** caused by:

1. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Other than Collision only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.

If there is a loss to a non-owned auto, we will provide the broadest coverage applicable to any of your covered autos shown in the Declarations provided the non-owned auto would be eligible for coverage pursuant to our underwriting criteria.

Our payment will be reduced by any deductible shown in the Declarations.

“Collision” means the upset of **your covered auto** or its impact with another vehicle or object.

Loss caused by the following is considered Other than Collision:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

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

TOWING AND STORAGE CHARGES

In addition, after an auto accident for which this coverage is provided, we will pay reasonable towing and storage charges you or any **family member** are legally responsible for in transporting and storing **your covered auto**.

TRANSPORTATION EXPENSES

In addition, we will pay, without application of a deductible, up to \$20 per day, to a maximum of \$600 for transportation expenses incurred from a commercially licensed rental agency by you in the event of the total theft of **your covered auto**. This applies only if the Declarations indicate that Other than Collision is provided for that auto.

We will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when **your covered auto** is returned to use or we offer to pay for its **loss**.

However, if you purchase Rental Reimbursement Coverage with the same or higher limits of coverage than this section provides, then the provisions and limits of the Rental Reimbursement Coverage shall apply to the total theft of **your covered auto**.

Rental Reimbursement Coverage cannot be combined or stacked for any **loss** with the Transportation Expenses Coverage provided under this section.

EXCLUSIONS

We will not pay for:

1. **Loss** to **your covered auto** which occurs while it is being used to carry persons or property for compensation or a fee. This exclusion does not apply to a share-the-expense car pool.
2. **Loss** to **your covered auto** which occurs while it is being used for wholesale or retail delivery, including, but not limited to, delivery of magazines, newspapers, food, pizza, or any other product.

3. Damage due and confined to:
 - a) wear and tear;
 - b) freezing;
 - c) mechanical or electrical breakdown or failure; or
 - d) road damage to tires.

This exclusion does not apply if the damage results from the total theft of **your covered auto**.

4. **Loss** due to or as a consequence of:
 - a) radioactive contamination;
 - b) war (declared or undeclared);
 - c) civil war;
 - d) insurrection; or
 - e) rebellion or revolution.
5. **Loss** to a **trailer** which is not shown in the Declarations.
6. **Loss** to **your covered auto** due to forfeiture ordered by the courts or destruction or confiscation by governmental or civil authorities. This exclusion does not apply to the interests of Loss Payees in **your covered auto**.
7. **Loss** to **your covered auto** while employed or otherwise engaged in the business of:
 - a) selling;
 - b) repairing;
 - c) servicing;
 - d) storing;
 - e) parking;
 - f) road testing;
 - g) delivering; or
 - h) leasing

vehicles designed for use mainly on public highways.

However, coverage does apply to you or a **family member** when using **your covered auto**.

8. **Loss** to any auto you do not own while maintained or used by any person employed or otherwise engaged in any business not described in Exclusion 7.
9. **Loss** to **your covered auto** while you or any **family member** or anyone driving with express or implied permission from you or any **family member**:
 - a) is using **your covered auto** in any unlawful activity (other than a traffic violation); or
 - b) using or operating **your covered auto** to flee any law enforcement agent;

And such **insured** is a willing participant in such activity listed in a) and b) above.

10. **Loss** to **your covered auto** which occurs while being operated in, or while in practice or preparation for any race, hill climb, demonstration, speed contest or performance contest regardless of whether such event is prearranged or organized.
11. **Loss** due to theft, conversion, secretion or fraudulent disposal of covered property by you or any **family member**.
12. **Loss** due to and resulting from intentional acts committed by you or any **family member**.
13. **Loss** to **your covered auto** for diminution in value.
14. **Loss** to equipment designed or used for the detection of radar.
15. **Loss** to wearing apparel, tools or personal effects.
16. **Loss** to tapes, records, compact discs, or other media, or any other accessories used with electronic equipment designed to receive or transmit audio, visual or data signals.

LIMIT OF LIABILITY

- A. Our limit of liability for **loss** will be the lesser of the:
 1. Actual cash value;
 2. Amount necessary to repair or, at our option, replace the property with other property of like kind and quality less deduction for any applicable depreciation; or
 3. Stated amount shown in the Declarations, if applicable.
- B.
 1. An adjustment for depreciation and physical condition will be made in determining **actual cash value** in the event of a total loss.
 2. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- C. Further, if there is a stated amount you declared on the application or endorsement for a specific auto listed and shown in the Declarations, that stated amount will be the total Limit of Liability applicable for **loss** to that auto, including its **customized equipment and parts**.
- D. In the repair of **your covered auto** under the physical damage coverage provisions of this policy, we may specify the use of automobile parts not made by the original manufacturer. These parts are required to be at least equal in terms of fit, quality, performance and warranty to the original manufacturer parts they replace.
- E. **Customized equipment and parts** - unless you pay a premium for Additional Customized Equipment and Parts Coverage, and it is shown on the Declarations page or on the applicable schedule, the limit of liability for **loss** to **customized equipment and parts** is the lesser of:

1. the **actual cash value** of such **customized equipment and parts**, reduced by the applicable deductible and its salvage value if you or the owner retain the salvage;
2. the amount necessary to repair or replace such **customized equipment and parts**, reduced by the applicable deductible; or
3. \$1000.

However, if the **actual cash value** of **your covered auto** without the **customized equipment and parts** is less than \$1000, the most **we** will pay is the **actual cash value** of **your covered auto** unless Additional Customized Equipment and Parts Coverage has been purchased.

- F. If you pay a premium for Additional Customized Equipment and Parts Coverage and it is shown on the Declaration or on the applicable schedule, the limit of liability for **loss** to the **customized equipment and parts** specifically listed on the application or in the applicable schedule or document will be the lesser of:
1. The **actual cash value** of the stolen or damaged **customized equipment and parts**;
 2. The amount shown as the declared value of the **customized equipment and parts** in the application or applicable schedule; or
 3. The amount necessary to repair, or at our option, replace the property with other like kind and quality **customized equipment and parts**, with deduction for depreciation.
- G. Our liability for the cost of repairing **your covered auto** or **customized equipment and parts** is limited to the amount needed to perform physical repairs to the stolen or damaged property. Part D of your policy – Coverage for Damage to Your Auto – does not cover, and we will not pay for, **diminution in value**.

Our payment for **loss** will be reduced by any applicable deductible shown in the Declarations for **Collision** and/or Other than Collision and/or Additional Customized Equipment and Parts Coverage, if selected.

PROOF OF LOSS

When we request it, you must file a written proof of **loss** within 60 days from the date of our request or there will be no coverage for the **loss** claimed under PART D.

PAYMENT OF LOSS

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

1. You; or
2. The address shown on the Declarations Page of this policy.

If we return stolen property, we will pay for any direct physical damage to **your covered auto** or its equipment resulting from the theft subject to the provisions of the LIMIT OF LIABILITY section. We may keep all or part of the property at an agreed or appraised value. You do not have the right to abandon salvage to us.

NO BENEFIT TO BAILEE

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

OTHER INSURANCE

If other insurance also covers the **loss**, we will pay only our share of the **loss**. Our share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any applicable deductible of this policy will be taken in a proportionate share based on the applicable deductibles of each policy. However, any insurance we provide for an auto you do not own shall be excess over any other insurance.

APPRAISAL

If we and you do not agree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the **actual cash value** and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

MANDATORY INSPECTION

1. We have the right to inspect any:
 - a. private passenger auto; or
 - b. pickup, panel truck or van;
 which **you** insure or intend to insure for Coverage under PART D of this policy. This right applies only to the extent authorized by Regulation 79, as amended.

2. When **we** require an inspection you must:
 - a. cooperate; and
 - b. make the vehicle available for the inspection.

AUTO REPAIRS

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

1. May not:
 - a. condition payment upon repair;
 - b. Require that repairs be made by a particular repair shop or concern; and

2. Are entitled to the following:
 - a. a completed "Certificate of Automobile Repairs" as prescribed by the New York State Insurance Department;
 - b. if the auto is repaired, an itemized repair invoice prepared by the auto repairer, and
 - c. an inspection of the auto, whether or not the auto is repaired.

RECOVERY OF STOLEN OR ABANDONED AUTOS

Notwithstanding any conflicting provisions applicable to PART D of this policy, it is agreed that the following condition is added:

Recovery of Stolen or Abandoned Automobiles

In the event an auto to which PART D of this policy applies is stolen or abandoned, we or our authorized representative(s) shall, when notified of the location of the auto, have the right to take custody of the auto for safekeeping.

PART E > DUTIES AFTER AN ACCIDENT OR LOSS

GENERAL DUTIES

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

If **we** deny a claim arising out of death or personal injury based upon the failure to provide timely notice, then the injured person or other claimant may maintain an action directly against **us**, in which the sole question is **our** disclaimer or denial based on the failure to provide timely notice, unless within sixty days following such disclaimer or denial, **you** or **we**: (A) initiate an action to declare the rights of the parties under the insurance policy; and (B) name the injured person or other claimant as a party to the action.

We must be notified as soon as reasonably possible of how, when and where the accident or loss happened. Notice to our authorized agent shall be deemed notice to us. Notice should also include the names and addresses of any injured persons and of any witnesses

A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.

3. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for these exams.
4. Authorize us to obtain:
 - a. medical reports; and
 - b. other pertinent records.
5. Submit a proof of loss when required by us.

ADDITIONAL DUTIES

A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO

A person seeking Coverage for Damage to Your Auto must also:

1. Take reasonable steps after loss to protect **your covered auto** and its equipment from further loss. We will pay reasonable expense incurred to do this.
2. Promptly notify the police if **your covered auto** is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F > GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the **covered person** shall not relieve us of any obligations under this policy.

CHANGES

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effect date of change.

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

LEGAL ACTION AGAINST US

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:

1. We agree in writing that the **covered person** has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this policy to bring us into any action to determine the liability of a **covered person**.

In case judgment against the insured or the insured's personal representative in an action brought to recover damages for injury sustained or loss or damage occasioned during the life of the policy shall remain unsatisfied at the expiration of thirty days from the serving of notice of entry of judgment upon the attorney for the insured, or upon the insured, and upon the insurer, then an action may, except during a stay or limited stay of execution against the insured on such judgment, be maintained against the insurer under the terms of the policy for the amount of such judgment not exceeding the amount of the applicable limit of coverage under such policy.

OUR RIGHT TO RECOVER PAYMENT

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

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

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

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss, or accidents involving, **your covered auto** while being transported between their ports.

TERMINATION

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

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

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

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will (subject to the laws of New York) cancel only:
 - a. for nonpayment of premium; or
 - b. if your driver's license or that of any driver who customarily uses **your covered auto** has been suspended or revoked. This provision:
 - (1) does not apply to
 - (a) a suspension issued under Section 510(b)(1) of the vehicle and traffic law; or
 - (b) 1 or more administrative suspensions from the same incident which terminate prior to the effective date of cancellation.
 - (2) applies only to a suspension or revocation that occurred:
 - (a) during the policy period; or
 - (b) since the last anniversary of the original effective date if the policy period is other than 1 year.
 - c. for discovery of fraud or material misrepresentation in:
 - (1) obtaining the policy; or
 - (2) presenting a claim.
4. Our right to cancel applies to each and every:
 - a. coverage; or
 - b. limit;afforded under this policy.
5. If we have the right to cancel this policy, we may instead condition continuation upon:
 - a. change of limits; or
 - b. elimination of any coverage;not required by law. This applies only if we mail 20 days notice to the named insured shown in the Declarations at the address shown in this policy.

Nonrenewal

1. If we decide not to renew or continue this policy, we will (subject to the laws of New York) mail notice to the named insured shown in the Declarations. If the policy period is other than 1 year, we will have the right not to renew or continue it only at each anniversary of its original effective date.
2. If we have the right not to renew or continue this policy, we may instead condition renewal upon:
 - a. change of limits; or
 - b. elimination of any coverage;not required by law. This applies only if we mail notice to the named insured shown in the Declarations.
3. The notice required by Parts 1 and 2 of this section must:
 - a. be mailed to the address shown in this policy at least 45 but not more than 60 days before the end of the policy period; and
 - b. state or include the reason for our action.
4. We are not required to mail notice of non-renewal to the named insured shown in the Declaration if we are given written notice that this policy:
 - a. has been replaced; or
 - b. is no longer wanted.

This written notice may be given to us by:

- a. you;
- b. another insurer; or
- c. your representative.

Other Termination Provisions.

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

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; or

2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

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

MANDATORY PERSONAL INJURY PROTECTION

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 nine 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 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 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 such vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law): or
- (h) any person while:
- (i) committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
- (ii) operating a motor vehicle in a race or speed test;
- (iii) operating or occupying a motor vehicle known to him or her to be stolen; or
- (iv) repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.
- (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.
- (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 90 days after the date of the accident, unless the eligible injured person submits written proof that it was impossible to comply with such time limitation due to specific circumstances beyond such person's control. 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 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 180 days after the date services are rendered or 180 days after the date written notice was given to the Company, whichever is later. The eligible injured person or that person's representative shall submit written proof of claim for work loss benefits to the Company as soon as reasonably practicable. Written proof of claim for other necessary expenses shall be submitted by the eligible injured person or that person's representative to the Company as soon as reasonably practicable, but in no

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;

event later than 90 days after the 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 that it was impossible to comply with such time limitation due to specific circumstances beyond such person's control. Upon request by the Company, the eligible injured person or that person's representative shall:

- (a) execute a written proof of claim under oath;
- (b) provide authorization that will enable the Company to obtain medical records; and
- (c) provide any other pertinent information that may assist the Company in determining the amount due and payable.

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

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

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 for recovery for damages for personal injury under section 5104(b) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first-party benefits. An eligible injured person shall:

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

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

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

Other Coverage. Where more than one source of first-party benefits required by article 51 of the New York Insurance Law and article VI or VIII 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 obligations 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

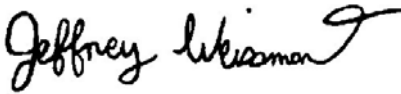
If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, the Company may amend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

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

IN WITNESS WHEREOF, **we** have caused this policy to be executed and attested.

A handwritten signature in black ink, appearing to read "Barry S. Karfunkel". The signature is stylized with a large, sweeping flourish at the end.

Barry S. Karfunkel
President

A handwritten signature in black ink, appearing to read "Jeffrey Weissmann". The signature is written in a cursive style.

Jeffrey Weissmann
Secretary

ADDED PERSONAL INJURY PROTECTION COVERAGE-NEW YORK

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

SCHEDULE

Added Personal Injury Protection (Additional Limits)

Description of Vehicle	Without Additional Death Benefits			Additional Death Benefit		
	Combined Limit of Benefits	Monthly Work Loss	Other Expenses (per day)	Premium	Limit	Premium
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

Added Personal Injury Protection

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

Eligible Injured Person

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

- (a) the named insured and any relative who sustains personal injury arising out of the use of or operation of any motor vehicle;
- (b) the named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;
- (c) any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or
- (d) any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy.
- (c) any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;
- (d) any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of New York State is such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) any person while occupying a motorcycle;
- (f) any person who intentionally caused his or her own personal injury;
- (g) any person as a result of 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 (within the meaning of Section 1192 of the New York Vehicle and Traffic Law); 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 endorsement officer;
- (ii) operating a motor vehicle in a race or speed test;
- (iii) operating or occupying a motor vehicle known to him or her to be stolen; or
- (iv) repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

Additional First Party Benefits

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

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

Extended Economic Loss

Extended economic loss shall consist of the following:

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

Two Or More Motor Vehicles Insured Under This Policy

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

Arbitration

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

Subrogation

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

Other Coverage; Non-Duplication

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

If an eligible injured person is entitled to New York mandatory and added personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection under this

policy, then the coverage provided under this Added Personal Injury Protection Coverage-New York endorsement shall be excess over such other New York mandatory and added personal injury protection benefits.

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

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

In consideration of a reduction in premium it is agreed that:

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

EXCLUSION OF MEDICAL EXPENSE FROM PERSONAL INJURY PROTECTION SCHEDULE

The following exclusion applies to the named insured, or named insured and relative, as indicated below or in the declarations:

Named Insured

Named Insured and Relative

In consideration of a reduction in premium it is agreed that:

If the medical expense element of basic economic loss is identified as not applicable in the declarations or in the schedule, the Company shall not be liable for any items of such loss which would otherwise be covered under the Personal Injury Protection Coverage - New York endorsement with respect to the named insured or named insured and any relative as specified in the declarations or in the schedule. Coverage for any such medical expense element of basic economic loss provided to such named insured or such relative by a company or corporation in accordance with the provisions of Section 5103(g) of the New York Insurance Law shall reduce the \$50,000 aggregate limit of liability for basic economic loss to such person under this policy. This endorsement shall be effective during the term of this policy so long as the medical expense coverage provided by such company or corporation remains in effect, notwithstanding any provisions in the declarations of this policy or in the schedule to the contrary, and in the event this endorsement shall no longer be in effect the premium may be adjusted accordingly.

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

FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

The following are not **covered persons** under Part A:

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

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

LOSS PAYABLE CLAUSE

Loss Payee:

Loss of damage under this policy shall be paid as interest may appear to you and the loss payee shown in the declarations or in this endorsement. This insurance covering the interest of the loss payee shall become invalid only because of your fraudulent acts or omissions. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

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

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

MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO, NOT THE LAWS OF THE UNITED STATES. UNDER MEXICAN LAW, AUTO ACCIDENTS ARE CONSIDERED A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER. THE COVERAGE WE PROVIDE YOU BY THIS ENDORSEMENT DOES NOT MEET MEXICAN AUTO INSURANCE REQUIREMENTS.

YOU ARE REQUIRED TO PURCHASE LIABILITY INSURANCE THROUGH A LICENSE MEXICAN INSURANCE COMPANY FOR THIS ENDORSEMENT TO APPLY.

SCHEDULE

	Premium
Mexico Coverage	\$ _____

I. DEFINITIONS

The Definitions Sections is amended as follows:

"Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles on the date you become owner:
 - a. a private passenger auto; or
 - b. a pickup, panel truck or van, not used in any business or occupation other than farming or ranching.

This provision applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure the vehicle within 30 days after you become the owner; and
- c. the vehicle is principally garaged and used in the United States.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days only if you wish to add or continue Coverage for Damage to Your Auto.

If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any **trailer** you own.

II. COVERAGE

All Liability, Medical Payments, Uninsured Motorist, Damage to Your Auto and No-Fault coverage afforded to a **covered person** under this policy is extended to accidents occurring in Mexico within 25 miles of the United States border. This extension of coverage only applies while a **covered person** seeking coverage under this endorsement is in Mexico on a trip of 10 days or less.

Our duty to defend under Liability Coverage will only apply if:

1. The original suit for damages is brought in the United States; and
2. The suit does not involve a Mexican citizen or resident.

III. ADDITIONAL EXCLUSIONS

A. We do not provide coverage to any person:

1. If liability insurance from a license Mexican Insurance Company is not in force at the time of loss;
2. While **occupying** an auto other than your **covered auto**; and
3. Who is a citizen or resident of Mexico. This exclusion (A.3) does not apply to loss payable under Damage to Your Auto Coverage is the accident arises out of the operation of your **covered auto** by a Mexican citizen or resident.

B. We will not pay under Damage to Your Auto Coverage for auto repairs made in Mexico unless **your covered auto** cannot be driven in its damaged condition.

IV. SPECIAL CONDITIONS

- A. **OTHER INSURANCE.** The insurance we provide by this endorsement will be excess over any other collectible insurance.
- B. **LOSSES PAYABLE UNDER DAMAGE TO YOUR AUTO COVERAGE.** We will pay losses under Damage to Your Auto Coverage in the United States, not in Mexico. If **your covered auto** must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such loss at the nearest United States point where the repairs can be made.

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

MANDATORY INSPECTION ENDORSEMENT FOR PHYSICAL DAMAGE COVERAGE - NEW YORK

Notwithstanding any conflicting provisions contained in physical damage coverages of this policy, it is agreed that the following conditions are added:

- (a) The company or its authorized representative, has the right to inspect any private passenger automobile, including a non-owned automobile, insured or intended to be insured under this policy before physical damage coverage shall be effective, except to the extent that this right is prescribed and limited by New York State Insurance Department Regulation No. 79 (11 NYCRR 67) implementing Section 3411(d) of the New York Insurance Law.
- (b) During the term of the policy, coverage for an additional replacement private passenger automobile shall not become effective until the insured notifies the company and requests coverage for the automobile.
- (c) When an inspection is required by the company, the insured shall cooperate and make the automobile available for the inspection.
- (d) When the required inspection is not completed within five calendar days after the effective date of coverage, the physical damage coverage as is provided by the policy shall be suspended as of 12:01 a.m. of the day following the fifth calendar day after the effective date of coverage, which coverage is reinstated as of the hour and day of inspection as evidence by the Automobile Inspection Report.

OUT-OF-STATE INSURANCE ENDORSEMENT

It is agreed that subject to all the provisions of the policy except where modified herein, the following provision is added:

If under the provisions of the Motor Vehicle Financial Responsibility Law or the Motor Vehicle Compulsory Insurance Law or any similar Law of any state or province a nonresident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's Liability and the kinds of coverage afforded by the policy shall be as set forth in such Law. In lieu of the insurance otherwise provided by the policy but only to the extent required by such Laws and only with respect to the operation or use of a motor vehicle in such state or province provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

IMPORTANT NOTICE TO ALL INSURED RE: VEHICLES WITH ANTI-THEFT DEVICES

As our insured, you may be eligible for a 5% or 10% discount on your Comprehensive Coverage premium. In order to qualify for a discount, your insured private passenger automobile must meet the following criteria.

To qualify for a 5% discount, your insured vehicle must be equipped with:

1. A hood lock that can only be released from inside the vehicle; and
2. An audible alarm that can be heard at a distance of 300 feet for a minimum of 3 minutes or an active disabling device (which must be manually set) that will make the vehicle inoperative by disabling the fuel, ignition or starting system.

To qualify for a 10% discount, your insured vehicle must be equipped with:

1. A hood lock that can only be released from inside the vehicle; and
2. A passive disabling device that will make the vehicle inoperative, by automatically disabling the fuel, ignition or starting system when the vehicle is turned off, without being manually set.

If your vehicle has either of these systems, please be sure to tell your insurance agent so that the appropriate discount may be applied to your premium at renewal.

MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

“All of the provisions of this policy, including any endorsements thereto, apply to the coverage provided by this endorsement except as modified herein.”

I. DEFINITIONS

The General Definitions section is amended as follows:

- A. For the purpose of the coverage provided by this endorsement, “miscellaneous type vehicle” means:
1. A motor home, motorcycle or other similar type vehicle, all terrain vehicle, dune buggy or golf cart.
 2. A land motor vehicle or snowmobile which is:
 - a. designed for use mainly off public roads on snow or ice; and
 - b. propelled solely by means of the following or similar mechanical devices:
 - 1) wheels
 - 2) crawler-type treads; or
 - 3) belts

However, “snowmobile” does not include any vehicle which is propelled by airplane type propellers or fans.

- B. The definition of “**your covered auto**” is replaced by the following:

“Your covered auto” means:

1. Any “miscellaneous type vehicle” shown in the Schedule or in the Declarations.
2. On the date **you** become the owner of any “miscellaneous type vehicle” of the same type shown in the Schedule or in the Declarations;

This provision applies only if:

- a. **you** acquire ownership of the vehicle during the policy period; and
- b. **you** ask **us** to insure it within 30 days after **you** become the owner; and

If the vehicle **you** acquire ownership of replaces one of the same type shown in the Schedule or in the Declarations, it will have the same coverage as the vehicle it replaced. **You** must ask **us** to insure a replacement vehicle within 30 days only if **you** wish to add or continue Coverage for Damage to **your covered auto**.

If the vehicle **you** acquire is in addition to any of the same type shown in the Schedule or in the Declarations, **you** must ask **us** to insure additional vehicles if you wish to add Coverage for Damage to **your covered auto**.

3. A “trailer,” owned by **you**, and only while such “trailer” is attached to a “miscellaneous type vehicle” shown in the Schedule or Declaration.
4. Any other “miscellaneous type vehicle” not owned by **you** or any relative, only while it is being operated or driven by **you**. Provided, however, that coverage only applies under Part A-Liability Coverage.

- C. The definition of “**auto**” is replaced by the following:

“**Auto**” means any “miscellaneous type vehicle” as defined under this endorsement.

- D. The definitions of “trailer” are replaced by the following:

“Trailer” means a vehicle specifically designed to be pulled by a “miscellaneous type vehicle”.

II. PART A - LIABILITY COVERAGE

Part A is amended as follows:

- A. The definition of “**covered person**” is replaced by the following:

“Covered person” means:

1. **You** or any “**family member**” for the ownership, maintenance or use of “**your covered auto**,”
2. Any person using “your covered auto.”

3. For “**your covered auto**,” any person or organization but only with respect to legal responsibility for acts of omissions of a person for whom coverage is afforded under this Part.

B. The Exclusion Section is amended as follows:

1. Exclusion B.1 is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any motorized vehicle having fewer than four wheels. However, this exclusion (B.1.) does not apply to a motorized vehicle having fewer than four wheels if it is insured for Liability Coverage under this endorsement.

III. PART B - MEDICAL PAYMENTS COVERAGE

A. The Exclusion Section is amended as follows:

1. Exclusion 1 is replaced by the following:

We do not provide Medical Payments Coverage for any person for “bodily injury” sustained while “occupying” any motorized vehicle having fewer than four wheels. However, this exclusion (1.) does not apply to a motorized vehicle having fewer than four wheels if it is insured for Medical Payments Coverage under this endorsement.

IV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

A. The following exclusions are added to the Exclusions section:

1. “Loss” to any “miscellaneous type vehicle” that:

- a.) has been rented or leased to any person or organization other than **you**.
- b.) has been sold to any person or organization other than **you**.
- c.) is under a conditional agreement to be sold to any person or organization other than **you**.

2. “Loss” to any “miscellaneous type vehicle”:

For “Bodily Injury” or “Property Damage” caused when “**your covered auto**” is operated in or while in practice or preparation for any race, hill climbing, demonstration, or speed contest regardless of whether such activities are prearranged or organized.

3. “Loss” to any “trailer”.

B. The definition of “**your covered auto**” is amended as follows:

Item 4 of the DEFINITIONS of “**your covered auto**” is replaced by the following:

Any “miscellaneous type vehicle” **you** do not own while used as a temporary substitute for “**your covered auto**” which is out of normal use because of its:

- a. breakdown;
- b. repair;
- c. servicing;
- d. loss; or
- e. destruction.

C. If a Stated Amount Coverage (s) for any “miscellaneous type vehicle” is shown in the Schedule or in the Declarations, the Limit of Liability section of Part D is replaced by the following:

LIMIT OF LIABILITY

Our limit of liability for “loss” will be the lesser of the:

1. Stated amount shown in the Schedule or in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to repair or replace the property.

Our payment for “loss” will be reduced by the applicable deductible, if any, shown in the Schedule or in the Declarations.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of “loss.”

V. PERSONAL INJURY PROTECTION

The MANDATORY PERSONAL INJURY PROTECTION and the ADDED PERSONAL INJURY PROTECTION - NEW YORK are replaced by PERSONAL INJURY PROTECTION COVERAGE (MOTORCYCLES - NEW YORK.)

VI. ADDITIONAL EQUIPMENT COVERAGE

If additional equipment coverage for any "miscellaneous type vehicle" is shown in the Declarations and if a specific premium is noted in the declarations and paid, in addition to the changes to Part D - **COVERAGE FOR DAMAGE TO YOUR AUTO** noted in V above of this endorsement, Part D of the policy shall also be changed as follows:

- A. The **INSURING AGREEMENT** in Part D of this policy is replaced by the following:

INSURING AGREEMENT

We will pay for direct and accidental "loss" to **your covered auto** including its equipment. In addition, **we** will pay for direct and accidental "loss" to additional equipment permanently installed in **your covered auto** which is specifically listed on the application and for which a specific premium is noted in the declarations and paid.

- B. PART D COVERAGE FOR DAMAGE TO YOUR AUTO - EXCLUSIONS.

Exclusion 4., Exclusion 9., and Exclusion 10. shall not apply to any additional equipment permanently installed in **your covered auto** which is listed on the application and for which a specific premium is noted in the declarations and paid.

- C. "Trailer" means a vehicle specifically designed to be pulled by a "miscellaneous type vehicle".

- D. LIMIT OF LIABILITY

If **ADDITIONAL EQUIPMENT COVERAGE** for any "miscellaneous type vehicle" is shown in the Declarations, the **LIMIT OF LIABILITY** section under **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO** shall be replaced as follows:

LIMIT OF LIABILITY

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

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like, kind and quality; or
3. Stated amount shown in the Schedule or Declarations.

- B. 1. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss."
2. We will incorporate a deduction for betterment and/or depreciation if a repair or replacement results in betterment than like, kind or quality. The deduction for betterment and/or depreciation shall be limited to the lesser of:
- a. an amount equal to the proportion that the expired life of the part to be repaired or replaced, bears to the normal useful life of that part; or
 - b. the amount by which the resale value of the "miscellaneous type vehicle" is increased by the repair or replacement. Calculations for betterment, depreciation and normal useful life will be included in the insurer's claim file.

OPTIONAL BASIC ECONOMIC LOSS COVERAGE ENDORSEMENT (New York)

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT (New York) not expressly modified in this Endorsement, as follows:

The definition of Basic Economic Loss contained in the MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT (New York) or the MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT - MOTORCYCLES (New York) is replaced by the following:

Basic Economic Loss:

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

- (1) basic economic loss;
- (2) loss of earnings from work;
- (3) psychiatric, physical or occupational therapy and rehabilitation; or
- (4) a combination of options (2) and (3).

Any death benefits hereunder shall be in addition thereto.

Exclusion (c) set forth in the MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT (New York) is replaced by the following:

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

Election

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

Notice

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

B&S 912-0 (11-91)

**THIS ENDORSEMENT APPLIES ONLY IF FORM NUMBER 41298
APPEARS ON THE DECLARATION PAGE**

TOWING AND LABOR COVERAGE ENDORSEMENT

The provisions and exclusions that apply to Part D also apply to this endorsement except as modified by this endorsement.

Part D is amended by the addition of the following paragraph:

TOWING AND LABOR COVERAGE

If an additional premium is paid and shown in the Declarations, we agree to reimburse you for towing and labor required by disablement of **your covered auto** if the labor is performed at the time and place of disablement. Receipted bills must be presented to us for payment. For purposes of this coverage only, **your covered auto** means only the vehicle(s) described in the declarations for which a premium was paid for this coverage. The Declarations shows the maximum amount we will pay per occurrence.

41298 (8/97)

**THIS ENDORSEMENT APPLIES ONLY IF FORM NUMBER 41299
APPEARS ON THE DECLARATION PAGE**

RENTAL REIMBURSEMENT COVERAGE ENDORSEMENT

Coverage is provided under this endorsement only when noted in the Declarations of this policy. All the provisions of this policy apply to the coverage provided by this endorsement except as modified herein.

We will reimburse you or, at our option, pay directly on your behalf, without application of a deductible, up to the amount shown in the Declarations for daily rental expenses incurred by you when you rent an auto from a commercially licensed rental agency approved by us. Daily rental expenses shall not include cost of any insurance related to the rental of the auto, cost of refueling the rental auto or mileage fees. Our payment will be limited to the lesser of that period of time reasonably required to repair your covered auto or, in the event of total loss, the date we offer to pay the actual cash value of your covered auto.

If no amount is shown in the Declarations for this coverage, we will reimburse you or, at our option, pay directly on your behalf, without application of a deductible, the daily rental expenses incurred by you for renting up to a "full size" auto from a commercially licensed rental agency. Both the classification of the auto ("full size") and the commercially licensed rental agency must be approved by us prior to your rental of the auto. Daily rental expenses shall not include cost of insurance related to the rental of the auto, cost of refueling the rental auto or mileage fees. Our payment will be limited to the lesser of forty five (45) days or that period of time reasonably required to repair your covered auto or, in the event of total loss, the date we offer to pay the actual cash value of your covered auto.

This endorsement applies only if:

1. Your covered auto is withdrawn from use for more than 24 hours; and
2. The loss is caused by Collision or Other Than Collision as defined under PART D-COVERAGE FOR DAMAGE TO YOUR AUTO of this policy.

If you purchase Rental Reimbursement Coverage with a limit of coverage lower than that provided in PART D-COVERAGE FOR DAMAGE TO YOUR AUTO, Transportation Expenses, and the loss involves the total theft of your covered auto, then the Transportation Expenses limits and provisions shall apply.

The coverage provided by this endorsement cannot be combined or stacked with the Transportation Expenses provided under PART D-COVERAGE FOR DAMAGE TO YOUR AUTO of this policy.

41299 (8/02)

**NEW SOUTH INSURANCE COMPANY
CIM INSURANCE CORPORATION
MIC PROPERTY AND CASUALTY INSURANCE CORPORATION
SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT
NEW YORK**

We, the company, agree with you, as the named insured, in return for payment of the premium for this coverage, to provide Supplementary Uninsured/Underinsured Motorists (SUM) coverage, subject to the following terms and conditions:

INSURING AGREEMENTS

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

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

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

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

- (c) **Uninsured Motor Vehicle.** The term “uninsured motor vehicle” means a motor vehicle that, through its ownership, maintenance or use, results in bodily injury to an insured, and for which:
- (1) no bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner’s permission, or unregistered) at the time of the accident; or
 - (2) neither owner nor driver can be identified (including a hit-and-run vehicle), and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
 - (i) the insured or someone on the insured’s behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with the Company a statement under oath that the insured or the insured’s legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (ii) at the request of the Company, the insured or the insured’s legal representative makes available for inspection the automobile the insured was occupying at the time of the accident; or
 - (3) there is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:
 - (i) the amount of such insurance coverage or bond is less than the third-party bodily injury liability limit of this policy; or
 - (ii) the amount of such insurance coverage or bond has been reduced, by payments to other persons injured in the accident, to an amount less than the third-party bodily injury liability limit of this policy; or
 - (iii) the insurer writing such insurance coverage or bond denies coverage, or such insurer is or becomes insolvent.

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

- (1) insured under the liability coverage of this policy; or
- (2) owned by you, as the named insured, or your spouse residing in your household; or
- (3) self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the third-party bodily injury liability limits of this policy; or
- (4) owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or
- (5) a land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or
- (6) a farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

(d) **Occupying.** The term “occupying” means in, upon, entering into, or exiting from a motor vehicle.

(e) **State.** The term “state” includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

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

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

III. SUM Coverage Period and Territory:

This SUM coverage applies only to accidents that occur:

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

EXCLUSIONS

This SUM coverage does not apply:

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

CONDITIONS

1. **Policy Provisions:** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this SUM coverage except: "Duties After an Accident or Loss"; "Fraud"; and "Termination" if applicable.
2. **Notice and Proof of Claim:** As soon as practicable, the insured or other person making claim shall give us written notice of claim under this SUM coverage.

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

The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person we name and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice of claim.

3. **Medical Reports:** The insured shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured's incapacity, such insured's legal representative (or in the event of such insured's death, the insured's legal representative or the person or persons entitled to sue therefor), shall upon each request from us authorize us to obtain relevant medical reports and copies of relevant records.
4. **Notice of Legal Action:** If the insured or such insured's legal representative brings any lawsuit against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.
5. **SUM Limits:** The SUM limits payable under this SUM endorsement shall be:
 - (a) the SUM limits stated in the Declarations; or
 - (b) if the bodily injury results in death, we will provide SUM limits of the higher of the SUM limits stated in the Declarations, or \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this person limit, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.
6. **Maximum SUM Payments:** Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:
 - (a) the SUM limits; and
 - (b) the motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

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

7. **Non-Stacking:** Regardless of the number of vehicles involved, persons covered, claims made, vehicles or premiums shown in this policy, or premium paid, the limits, whether for uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage, shall never be added together or combined for two or more vehicles to determine the extent of insurance coverage available to an insured injured in the same accident.
8. **Priority of Coverage:** If an insured is entitled to uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage under more than one policy, the maximum amount such insured may

recover shall not exceed the highest limit of such coverage for any one vehicle under any one policy, and the following order of priority shall apply:

- (a) a policy covering a motor vehicle occupied by the injured person at the time of the accident;
- (b) a policy covering a motor vehicle not involved in the accident under which the injured person is a named insured;
and
- (c) a policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.

Coverage available under a lower priority policy applies only to the extent that it exceeds the coverage of a higher priority policy.

9. **Exhaustion Required:** Except as provided in Condition 10, we will pay under this SUM coverage only after the limits of liability have been used up under all motor vehicle bodily injury liability insurance policies or bonds applicable at the time of the accident in regard to any one person who may be legally liable for the bodily injury sustained by the insured.
10. **Release or Advance:** In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.

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

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

11. **Non-Duplication:** This SUM coverage shall not duplicate any of the following:
- (a) benefits payable under workers' compensation or other similar laws;
 - (b) non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law;
 - (c) any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;
 - (d) any valid or collectible motor vehicle medical payments insurance; or
 - (e) any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury liability insurance policies or bonds.
12. **Arbitration:** If any insured is making claim under this SUM coverage and we do not agree that such insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, or do not agree as to the amount of payment that may be owing under this SUM coverage, then, at the option and upon written demand of such insured, the matter or matters upon which such insured and we do not agree shall be settled by arbitration, administered by the American Arbitration Association, pursuant to procedures prescribed or approved by the Superintendent of Insurance for this purpose.
- If, however, the maximum amount of SUM coverage provided by this endorsement equals the amount of coverage required to be provided by section 3420(f)(1) of the New York Insurance Law and Article 6 or 8 of the New York Vehicle and Traffic Law, then such disagreement shall be settled by such arbitration procedures upon written demand of either the insured or us.
- Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and any such insured and we each agree to be bound by any award made by the arbitrator as to this SUM coverage. For purposes of this Condition, the term, "insured" includes any person authorized to act on behalf of the insured.
13. **Subrogation:** If we make a payment under this SUM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition 10, such person shall do nothing to prejudice this right.

14. **Payment of Loss by Company:** We shall pay any amount due under this SUM coverage to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.
15. **Action Against Company:** No lawsuit shall lie against us unless the insured or the insured's legal representative has first fully complied with all the terms of this SUM coverage.
16. **Survivor's Rights:** If you or your spouse, if a resident of the same household, dies, this SUM coverage shall cover:
- (1) the survivor as named insured;
 - (2) the decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and
 - (3) any relative who was an insured at the time of such death.

NY450 (08/99)

RENTAL VEHICLE COVERAGE ENDORSEMENT

This Rental Vehicle Coverage endorsement applies only to, and is part of, every motor vehicle liability insurance policy that covers less than five private passenger motor vehicles.

For each such policy, 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 such rental vehicle may be registered; rented or operated.

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.

Definitions:

- (a) "Insured" means named insured or any relative;
- (b) "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 who is temporarily living elsewhere;
- (c) "Private passenger motor vehicle" means:
- (1) 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 and wife, and neither is used as a public or livery conveyance for passengers nor rented to others without a driver; or
 - (2) a motor vehicle with a pick-up body, a delivery sedan, panel truck or van, owned by an individual or by 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.
- (d) "Long-term contract" means a contract with a term of six months or longer.
- (e) "Rental vehicle" means a vehicle of the type described in (c) above, if:
- (1) not used for transporting persons or property for hire; and
 - (2) owned by a person engaged in the business of renting or leasing vehicles rented or leased without a driver to persons other than the owner and is registered in the name of such owner.

Priority of payment:

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

Exclusions:

No Rental Vehicle Coverage shall be provided:

- (a) arising beyond the geographic limitations of the policy to which Rental Vehicle Coverage is endorsed;
- (b) to an insured who has committed in connection with damage to, or loss of, a rental vehicle, including loss of use; or
- (c) for damage to, or loss of, a rental vehicle, including loss of use, which the rental vehicle company is precluded from recovering from the insured;
 - (1) pursuant to the terms of the rental agreement; or
 - (2) due to the prohibitions of section 396-Z of the General Business Law or similar statutory provisions of other jurisdictions.

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.

B&S 633-0 (2/89)

**RENTAL VEHICLE COVERAGE
NOTICE TO NEW YORK POLICYHOLDERS**

** Rental Vehicle Coverage Premium Charge YES: _____ NO: _____

** If YES, Amount of Rental Vehicle Coverage Premium: \$ _____

The 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 this endorsement.

Rental Vehicle Coverage has been mandated by New York State law, as part of overall legislation to redress problems that confronted consumers and left them vulnerable to major unanticipated costs when dealing with rental vehicle companies.

Effective April 1, 1989, another part of this legislation prohibits rental vehicle companies in New York State from holding their customers liable for damage to, or loss of, rental vehicles, including loss of use, and limits the maximum charge by the rental vehicle company to \$100 for such damage or loss, subject to stated exceptions for certain behavior on the part of the renter.

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

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 Rental Vehicle Coverage endorsement itself. If, as indicated at the top of this notice, there is a premium charge or increase and you wish to reject Rental Vehicle Coverage — or you simply wish to obtain additional information regarding this coverage — please contact your insurance agent or broker, or call our toll-free number: 1-877-468-3466.

B&S634-0 (2-89)

5630 University Parkway
Winston-Salem, NC 27105-1312

Important Notice to New York Policyholders

Accident Prevention Course Credit

If the principal operator of a vehicle on your policy has successfully completed an Accident Prevention Course approved by the Department of Motor Vehicles, a premium credit may be applied to your policy. The credit applies to the Bodily Injury, Property Damage, Personal Injury Protection (No-Fault) and Collision Coverage.

To receive this credit:

- a certificate of completion from an approved course* must be provided; and
- the course must have been completed within the last three years.

*The following are New York Department of Motor Vehicles approved courses: Available to the general public—

American Association of Retired Persons

601 E Street N.W.
Washington, D.C. 20049
(888) 227-7669

For drivers age 50 and over only
(Please send self-addressed stamped envelope for information)

American Automobile Association, Inc.

Automobile Club of New York
(Contact local AAA office)

Drive Safe New York, Inc.

190 Rhine Avenue
Staten Island, NY 10304
(800) 732-6242

Driver Training Associates, Inc.

70-09 Austin Street, Suite 205
Forest Hills, NY 11375
(800) 243-2196

Empire Safety Council, Inc.

176 Terry Road
Smithtown, NY 11787
(800) 246-3603

Motorcycle Association of New York State, Inc.

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

National Safety Council, Inc.

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

National Traffic Safety Institute, Inc.

190 Rhine Avenue
Staten Island, New York 10304
(800) 733-6874

New York Safety Program, Inc.

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

USA Training Company, Inc.

8871 Tailwood Drive
Austin, TX 78759
(800) 746-7690

NY 460 (02/02)

**IMPORTANT NOTICE TO SENIOR CITIZENS
DESIGNATION OF A THIRD PARTY NOTICE**

If you are the named Insured on your policy and you are age 65 or older, you have the option to designate a third party to receive copies of any cancellation, non-renewal or conditional renewal notices pertaining to your insurance policy. Copies of the above described notices will be mailed to both you and the designated third party.

If you meet the criteria above and elect to designate a third party, please complete the information on the bottom of the page and return to our office by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED**.

If you should have any questions, please contact your agent.

This option is provided in accordance with Section 3111 of the New York State Insurance Law.

Please complete the following requested information if you choose to designate a third party to receive copies of any Cancellation, Non-Renewal or Conditional Renewal Notices sent to you on the scheduled policy below.

Insured's Name	Policy Number	Date
Third Party to be Notified		
Address		
City	State	Zip
Insured's Signature	Date	
Third Party Signature	Date	

Mail this Form by Certified Mail, Return Receipt Requested to:

**National General
Attention: Policy Operations (NY Underwriting)
5630 University Parkway - PO Box 3199
Winston-Salem, NC 27102-3199**

41277

**THIS ENDORSEMENT APPLIES ONLY IF FORM NUMBER NY 465 (8/99)
APPEARS ON THE DECLARATIONS PAGE**

COMBINED SINGLE LIMIT OF LIABILITY – PART A – LIABILITY COVERAGE

This endorsement is subject to all provisions of this policy except as modified as follows:

PART A – LIABILITY COVERAGE

The SPLIT LIABILITY LIMITS – NEW YORK section under PART A is deleted and replaced as follows:

LIMIT OF LIABILITY

- A. If the limit of liability shown in the Declarations is equal to or greater than \$160,000, the Limit of Liability provision is as follows:

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

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

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

1. **Covered persons;**
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

- B. If the limit of liability shown in the Declarations is less than \$160,000, the Limit of Liability provision is as follows:

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

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

This provision will not change our total limit of liability.

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

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

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

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

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

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

1. **Covered persons;**
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

**THIS ENDORSEMENT APPLIES ONLY IF FORM NUMBER NY466 (8/99)
APPEARS ON THE DECLARATIONS PAGE**

**COMBINED SINGLE LIMIT OF LIABILITY FOR SUPPLEMENTARY
UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT – NEW YORK**

This endorsement is subject to all provisions of this policy except as modified as follows:

Paragraphs 5. and 6. under the CONDITIONS section of the SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT – NEW YORK are deleted and replaced with the following:

5. **SUM Limit.** The SUM limit payable under this SUM endorsement shall be:
 - (a) The SUM limit stated in the Declarations; or
 - (b) If the bodily injury results in death, we will provide a SUM limit of the higher of the SUM limit stated in the Declarations, or \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.
6. **Maximum SUM Payments.** Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:
 - (a) The Sum limit; and
 - (b) The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

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

NOTIFICATION OF PRIVACY POLICY AND PRACTICES

At National General Insurance, We Take Your Privacy Seriously

As a valued customer, you are very important to us. To insure you and your family, we need to have certain information about you. But please be assured: we are committed to protecting your privacy. We keep your information secure and confidential, and safeguard it in many ways.

This notice explains the kinds of information we keep, how we protect it, and who may see it.

Your Information Helps Us To Serve You

We want to be sure we have accurate information so that we charge you the correct premium. To do so, we must collect certain necessary information. This information comes from:

- Your application and other insurance forms you complete (which show your name, address, social security number, and other data);
- Your transactions with us, our affiliates, or others (such as your policy coverage, premiums, payment history, and the processing of any claims that you may have with us);
- Outside sources (such as law enforcement and loss reporting agencies, which provide a record of accidents, and state motor vehicles departments);
- Data we receive from consumer reporting agencies.

Your Information is Kept Confidential and Secure

We restrict access to your personal information only to employees who need it to serve you. We maintain state-of-the-art electronic security, as well as rigorous physical and procedural safeguards, to protect your personal information.

Your Information and Our Marketing Partners

We may disclose all the information described above to other companies or organizations, but only as permitted by law. For example, we may share the information we collect, as described above, with companies that perform marketing services on our behalf and with whom we have joint marketing agreements.

We assure you, however, that we will never sell your information to anyone. We do not reveal information about our customers or former customers to anyone except as permitted by law.

*Reference to the National General Insurance Group in this notice includes the following companies: National General Insurance Company, National General Assurance Company, National General Insurance Online, Inc., National General Insurance Marketing, Inc., Integon Casualty Insurance Company, Integon General Insurance Corporation, Integon Indemnity Corporation, Integon National Insurance Company, Integon Preferred Insurance Company, New South Insurance Company, MIC General Insurance Corporation, Home State County Mutual Insurance Company - Administered by Integon National Insurance Company or National General Insurance Company, GM Motor Club, Inc., National Health Insurance Company, and our affiliate Agent Alliance Insurance Company.

**Affiliates of the National General Insurance Group include: companies in the National General Insurance Group referenced in this notice, and companies that now or in the future control, are controlled by, or are under common control with a company in the National General Insurance Group.

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