

BUSINESS AUTO DECLARATIONS

ITEM ONE

Company Name:	Argonaut Insurance Company 225 W. Washington Street, 24 th Floor Chicago, IL 60606
Producer Name And Address:	Paragon Insurance Holdings, LLC DBA Trident Public Risk Solutions 45 Nod Road, Suite 1 Avon, CT 06001
Policy Number:	BA-4633687-09
Named Insured:	City of Rome
Mailing Address:	198 N Washington Street Rome, NY 13440
Policy Period	
From:	3/8/2024
To:	3/8/2025 At 12:01 AM Standard Time at your mailing address shown above
Previous Policy Number:	BA-4633687-08

Form Of Business:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Individual
	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Other: Municipality	

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

Premium Shown Is Payable At Inception:	\$203,206
Motor Vehicle Law Enforcement Fee:	\$1,280.00
Audit Period (if applicable):	<input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Endorsements Attached To This Policy
<i>See Schedule of Forms and Endorsements for forms that are applicable to this policy or this coverage part.</i>

Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

Note

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

ITEM TWO**Schedule Of Coverages And Covered Autos**

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

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	1	\$ 1,000,000	\$ INCL
Supplemental Spousal Liability		<i>No Coverage</i>	\$
Personal Injury Protection (Or Equivalent No-fault Coverage)	5	Separately Stated In Each Personal Injury Protection Endorsement Minus \$ None Deductible	\$ INCL
Additional Personal Injury Protection (Or Equivalent Added No-fault Coverage)	5	Separately Stated In Each Additional Personal Injury Protection Endorsement	\$ INCL
Optional Basic Economic Loss Coverage (OBEL)	5	\$ 25,000	\$ INCL
Aggregate No-Fault Benefits Available	5	\$ 175,000	\$ INCL
Maximum Monthly Work Loss	5	\$ 4,000	\$ INCL
Other Necessary Expenses (per day)	5	\$ 50	\$ INCL
Death Benefit	5	\$ 2,000	\$ INCL
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident	\$
Auto Medical Payments		\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists			

Underinsured Motorists (When Not Included In Uninsured Motorists Coverage) (Not Applicable in NY)		\$	\$
--	--	----	----

ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Physical Damage Comprehensive Coverage	10	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See Schedule of Deductible Automobiles For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Four for Hired or Borrowed Autos.	\$ INCL
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See Schedule of Deductible Automobiles For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Collision Coverage	10	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See Schedule of Deductible Automobiles For Each Covered Auto See Item Four for Hired or Borrowed Autos.	\$ INCL
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto	\$
Supplementary Uninsured / Underinsured Motorists**	6	\$ 1,000,000	\$ INCL
Premium For Endorsements			\$
Estimated Total Premium*			\$ 203,206
Motor Vehicle Law Enforcement Fee:			\$ 1,280.00
*This policy may be subject to final audit.			
** The maximum amount payable under SUM coverage shall be the policy's SUM limits, reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.			

ITEM THREE

Schedule Of Covered Autos You Own

Covered Auto Number: <i>See Schedule of Automobiles</i>						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Rating Territory:						
Covered Auto Description						
Year:	Model:			Trade Name:		
Body Type:				Serial Number(s):		
Vehicle Identification Number (VIN):						
Classification						
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$						
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:						

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles		
(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	Limit	Premium
Covered Autos Liability	\$	\$
Supplemental Spousal Liability	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Additional Personal Injury Protection	Stated In Each Additional Personal Injury Protection Endorsement	\$
Optional Basic Economic Loss Coverage (OBEL)	\$	\$
Aggregate No-Fault Benefits Available	\$	\$
Maximum Monthly Work Loss	\$	\$
Other Necessary Expenses (per day)	\$	\$
Death Benefit	\$	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing And Labor	\$ Per Disablement	\$

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number: <i>See Schedule of Automobiles</i>						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Rating Territory:						
Covered Auto Description						
Year:	Model:			Trade Name:		
Body Type:				Serial Number(s):		
Vehicle Identification Number (VIN):						
Classification						
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$						
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:						

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles		
(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	Limit	Premium
Covered Autos Liability	\$	\$
Supplemental Spousal Liability	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Additional Personal Injury Protection	Stated In Each Additional Personal Injury Protection Endorsement	\$
Optional Basic Economic Loss Coverage (OBEL)	\$	\$
Aggregate No-Fault Benefits Available	\$	\$
Maximum Monthly Work Loss	\$	\$
Other Necessary Expenses (per day)	\$	\$
Death Benefit	\$	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing And Labor	\$ Per Disablement	\$

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number: <i>See Schedule of Automobiles</i>						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Rating Territory:						
Covered Auto Description						
Year:	Model:				Trade Name:	
Body Type:					Serial Number(s):	
Vehicle Identification Number (VIN):						
Classification						
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$						
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:						

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles		
(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	Limit	Premium
Covered Autos Liability	\$	\$
Supplemental Spousal Liability	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Additional Personal Injury Protection	Stated In Each Additional Personal Injury Protection Endorsement	\$
Optional Basic Economic Loss Coverage (OBEL)	\$	\$
Aggregate No-Fault Benefits Available	\$	\$
Maximum Monthly Work Loss	\$	\$
Other Necessary Expenses (per day)	\$	\$
Death Benefit	\$	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing And Labor	\$ Per Disablement	\$
Total Premiums		
Covered Autos Liability		\$
Supplemental Spousal Liability		\$
Personal Injury Protection		\$

Additional Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)		
Covered Autos Liability Coverage	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage	\$	\$
Excess Coverage	\$	\$
Total Hired Auto Premium		\$ INCL

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers) and, if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles, whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (e.g., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles, whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium
Primary Coverage		\$	\$
Excess Coverage		\$	\$
Total Hired Auto Premium			\$

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

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)				
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto	\$	\$
Total Hired Auto Premium				\$

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages					
Coverage	State	Estimated Annual Cost Of Hire For Each State		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage		\$	\$	\$	\$
Covered Autos Liability – Excess Coverage		\$	\$	\$	\$
Personal Injury Protection		\$	\$	\$	\$
Medical Expense Benefits (Virginia Only)	VA	\$	\$	\$	\$
Income Loss Benefits (Virginia Only)	VA	\$	\$	\$	\$
Auto Medical Payments		\$	\$	\$	\$
Total Hired Auto Premiums				\$	\$
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Physical Damage Coverages						
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto	\$	\$	\$	\$
Total Hired Auto Premiums					\$	\$
<p>For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.</p>						

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Rental Period Rating Basis For Mobile Or Farm Equipment					
Coverage	Town And State Where The Job Site Is Located	Estimated Number Of Days Equipment Will Be Rented		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage				\$	\$
Covered Autos Liability – Excess Coverage				\$	\$
Personal Injury Protection				\$	\$
Medical Expense Benefits (Virginia Only)				\$	\$
Income Loss Benefits (Virginia Only)				\$	\$
Auto Medical Payments				\$	\$
Total Hired Auto Premiums				\$	\$

ITEM FIVE

Schedule For Non-ownership Covered Autos Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees		\$
	Number Of Partners (Active And Inactive)		\$
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$
	Number Of Partners (Active And Inactive)		\$
Social Service Agencies	Number Of Employees		\$
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		\$
	Number Of Partners (Active And Inactive)		\$
Total Non-ownership Covered Autos Liability Premium			\$ INCL

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis

Address Of Business Headquarters Location:	
Type Of Risk (Check one):	<input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns
Rating Basis (Check one):	<input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Covered Autos Liability	\$
Personal Injury Protection	\$
Additional Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

ITEM SIX
Schedule For Gross Receipts Or Mileage Basis (Cont'd)

Address Of Business Headquarters Location:	
Type Of Risk (Check one): <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns	
Rating Basis (Check one): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)	
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Covered Autos Liability	\$
Personal Injury Protection	\$
Additional Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

Address Of Business Headquarters Location:	
Type Of Risk (Check one): <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns	
Rating Basis (Check one): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)	
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Covered Autos Liability	\$
Personal Injury Protection	\$
Additional Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis (Cont'd)

When used as a premium basis:

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
1	2018 New Holland Backhoe	FNH0B95CNHJJ01629	7906
	Value	Comprehensive	Collision
	\$80,559	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
2	2019 Chevrolet Volt	1G1RC6S50KU109380	7398
	Value	Comprehensive	Collision
	\$29,539	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
3	2019 Chevrolet Volt	1G1RC6S50KU108763	7398
	Value	Comprehensive	Collision
	\$29,539	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
4	2018 Ford F150	1FTFX1E5XJFE10805	014-990
	Value	Comprehensive	Collision
	\$36,109	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
5	2019 Ford F350 w/plow	1FTRF3B67KED01136	214-990
	Value	Comprehensive	Collision
	\$34,331	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
6	2019 Ford Explorer	1FM5K8AR9KGA30664	7398
	Value	Comprehensive	Collision
	\$28,005	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
7	2019 Chevrolet Silverado	1GB3KVCG8KF145210	014-990
	Value	Comprehensive	Collision
	\$42,527	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number:

BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
8	2018 Ford F150	1FTFX1E55JFE10680	014-990
	Value	Comprehensive	Collision
	\$29,207	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
9	2019 Hino Truck	JHHFDM2H5KK001646	214-990
	Value	Comprehensive	Collision
	\$75,559	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
10	2018 Harley Motorcycle	1HD1FMC10JB651132	7942
	Value	Comprehensive	Collision
	\$28,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
11	2011 Ford F350 Pick Up	1FTRF3B64BEB25985	014-990
	Value	Comprehensive	Collision
	\$45,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
12	2001 Hyundai Payloader	HL740-30618	7906
	Value	Comprehensive	Collision
	\$75,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
13	2018 Ford F150 Pick Up	1FTF1E5XUFB46114	014-990
	Value	Comprehensive	Collision
	\$29,207	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
14	2015 Ford F150 Pick Up	1FTFX1EF1EKG35040	014-990
	Value	Comprehensive	Collision
	\$26,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09 Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
15	2000 Pierce Fire truck	1HTSDADR3YH203914	7909
	Value	Comprehensive	Collision
	\$70,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
16	2018 Spartan Fire truck	4S7CU2D93JC084531	7909
	Value	Comprehensive	Collision
	\$550,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
17	2019 Chevrolet Silverado	1GC4KVC66KF210894	7909
	Value	Comprehensive	Collision
	\$33,883	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
18	2019 Ford F350 Dump w/Plow	1FDRF3H68KEE37259	214-790
	Value	Comprehensive	Collision
	\$43,833	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
19	2019 CAM Superline Utility	5JWCF2120KP501899	684-990
	Value	Comprehensive	Collision
	\$11,200	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Specified Perils
			N/A
			Loss Payee
			No
20	2019 CAM Superline Utility	5JWCF2123KP501900	684-990
	Value	Comprehensive	Collision
	\$11,200	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Specified Perils
			N/A
			Loss Payee
			No
21	2019 Chevrolet Silverado	1GB4KVC64KF172571	014-990
	Value	Comprehensive	Collision
	\$44,827	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
22	2019 Ford Escape	1FMCU9HD8KUB31665	7911
	Value	Comprehensive	Collision
	\$27,629	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
23	2007 Middlebury Trailer	5RABE18237M013051	684-990
	Value	Comprehensive	Collision
	\$10,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Loss Payee
			No
24	2019 Ford E-350	1FDWE3F61KDC43087	7911
	Value	Comprehensive	Collision
	\$45,548	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
25	2019 Ford Explorer	1FM5K8AB1LGA19209	7911
	Value	Comprehensive	Collision
	\$42,146	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
26	2019 Chevrolet Volt	1G1RC6S59KU109667	7398
	Value	Comprehensive	Collision
	\$29,539	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
27	2019 Dodge Charger	2C3CDXKT5KH647403	014-990
	Value	Comprehensive	Collision
	\$35,245	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
28	2019 Dodge Charger	2C3CDXKT7KH647404	014-990
	Value	Comprehensive	Collision
	\$35,245	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
29	2020 Mack GR42F9 Truck	1M2GR6AC3LM001376	314-990
	Value	Comprehensive	Collision
	\$135,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
30	2020 Mack Truck	1M2GR6AC1LM001375	314-790
	Value	Comprehensive	Collision
	\$135,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
31	2020 Mack Truck	1M2GR4GC9LM018727	314-790
	Value	Comprehensive	Collision
	\$135,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
32	2020 Mack GR42B Truck	1M2GR2AC3LM001368	314-990
	Value	Comprehensive	Collision
	\$214,210	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
33	2019 Ford F350	1FDRF3H68KEG51345	014-990
	Value	Comprehensive	Collision
	\$39,965	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
34	2019 Dodge Charger	2C3DXKT5KH647613	7911
	Value	Comprehensive	Collision
	\$35,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
35	2020 Mack GR42B9 Truck	1M2GR6AC8LM001423	314-990
	Value	Comprehensive	Collision
	\$151,790	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code	
36	2020 Mack GR42F9 Flusher Truck		1M2GR6AC3LM001328	314-790
	Value	Comprehensive	Collision	Specified Perils
	\$273,399	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
37	2019 Sure Trac Trailer		5JW1U622K2271358	684-990
	Value	Comprehensive	Collision	Specified Perils
	\$5,300	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	No	No/No	No
38	2020 Nissan Rouge		5N1AT2MV1LC780117	7911
	Value	Comprehensive	Collision	Specified Perils
	\$26,567	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
39	2020 Nissan Rouge		5N1AT2MV3LC780278	7911
	Value	Comprehensive	Collision	Specified Perils
	\$26,567	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
40	2020 Ford F250 Pickup		1FTBF2B62LED06256	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$44,577	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
41	2020 Ford F250 Pickup		1FTBF2B60LED06255	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$44,577	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
42	2020 Ford F250		1FDBF2B69LED06928	014-790
	Value	Comprehensive	Collision	Specified Perils
	\$44,577	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number:

BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description		VIN	Class Code
43	2020 Ford F150		1FTEX1EB4LFB36926	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$37,581	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
44	2020 Ford Explorer		1FMSK8BH8LGC00605	7911
	Value	Comprehensive	Collision	Specified Perils
	\$33,835	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
45	2020 John Deere Payloader		1DW544LZCLF705825	7906
	Value	Comprehensive	Collision	Specified Perils
	\$0	N/A	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
46	2020 John Deere Payloader		1DW624LHPLF705935	7906
	Value	Comprehensive	Collision	Specified Perils
	\$0	N/A	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
47	2020 Bobcat Loader		AT5J12883	7906
	Value	Comprehensive	Collision	Specified Perils
	\$0	N/A	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
48	2020 Ford F250		1FDBF2B60LED36982	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$47,402	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
49	2020 Ford Explorer		1FMSK8BHXLGC00606	7911
	Value	Comprehensive	Collision	Specified Perils
	\$33,835	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
50	2020 Ford F250	1FDBF2B69LED36981	014-990
	Value	Comprehensive	Collision
	\$49,459	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
51	2020 Ford F-250 w/plow	1FTBF2B60LED36551	7911
	Value	Comprehensive	Collision
	\$28,368	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
52	2020 Freightliner M2 106 Truck	3ALACXFC3LDMG9939	314-990
	Value	Comprehensive	Collision
	\$275,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
53	2020 Ford F150 Pickup	1FTEX1EB8LFB69136	014-990
	Value	Comprehensive	Collision
	\$38,220	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
54	2020 Ford F150 Pickup	1FTMF1EB6LKE16790	014-990
	Value	Comprehensive	Collision
	\$40,750	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
55	2020 Ford F150 Pickup	1FTMF1EB8LKE16791	014-990
	Value	Comprehensive	Collision
	\$35,450	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
56	2020 Ford Explorer	1FMSK8BH3LGC34578	7911
	Value	Comprehensive	Collision
	\$34,885	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number:

BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
57	2020 Ford F150	1FTEX1EB6LFB69135	014-990
	Value	Comprehensive	Collision
	\$39,515	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
58	2020 Chevrolet 3500 Dump	1GB3YSE74LF233876	314-790
	Value	Comprehensive	Collision
	\$44,939	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
59	2020 Ford Explorer	1FM5K8AB6LGC12682	7911
	Value	Comprehensive	Collision
	\$38,711	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
60	2020 Ford Explorer	1FM5K8AB0LGC12676	7911
	Value	Comprehensive	Collision
	\$38,711	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
61	2021 Mack Truck	1M2GR6AC0MM001563	314-790
	Value	Comprehensive	Collision
	\$158,760	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
62	2021 Mack Truck	1M2GR2AC7MM001519	314-790
	Value	Comprehensive	Collision
	\$232,360	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
63	2020 Ford Interceptor Utility	1FM5K8AB9LGC12675	7911
	Value	Comprehensive	Collision
	\$38,710	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
64	2020 Ford F550 Chassis XL 4x2	1FD0W5GN3LED36984	214-990
	Value	Comprehensive	Collision
	\$62,635	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
65	2020 Ford F350 Pickup Truck	1FDRF3H62LEE08714	214-990
	Value	Comprehensive	Collision
	\$53,510	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
66	2020 Ford F350 Pickup Truck	1FDRF367LED96706	214-990
	Value	Comprehensive	Collision
	\$53,510	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
67	2020 Ford F350 Pickup Truck	1FDRF3G69LEE08713	214-990
	Value	Comprehensive	Collision
	\$53,510	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
68	2020 Chevrolet 3500 Dump Truck	1GB3YSE78LF233914	214-790
	Value	Comprehensive	Collision
	\$44,939	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
69	2020 Chevrolet 3500 Dump Truck	1GB3YSE71LF274563	214-790
	Value	Comprehensive	Collision
	\$38,902	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
70	2020 Ford F350	1FDRF3G67LEE08712	214-990
	Value	Comprehensive	Collision
	\$50,385	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code	
71	2020 Chevrolet Express 2500		1GCWGAFP3L1264831	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$32,276	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
72	2005 Ford Crown Victoria		2FAHP71W95X114863	7911
	Value	Comprehensive	Collision	Specified Perils
	\$27,655	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
73	2020 Ford Bucket Truck		1FDUF5GT8KDA28052	214-990
	Value	Comprehensive	Collision	Specified Perils
	\$105,385	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
74	2020 Nissan Rouge		5N1AT2MVXLC766765	7398
	Value	Comprehensive	Collision	Specified Perils
	\$26,567	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
75	2021 Dodge Charger		2C3CDXKG8MH562674	7911
	Value	Comprehensive	Collision	Specified Perils
	\$47,180	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
76	2021 Nissan Rogue		5N1AT3AB3MC744947	7911
	Value	Comprehensive	Collision	Specified Perils
	\$27,050	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
77	2021 Dodge Charger		2C3CDXKG6MH562673	7911
	Value	Comprehensive	Collision	Specified Perils
	\$47,180	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09 Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
78	2022 Mack Truck		1M2GR2AC3NM001776
	Value	Comprehensive	Collision
	\$115,106	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
79	2022 Ford Interceptor Utility		1FM5K8AB2NGA31923
	Value	Comprehensive	Collision
	\$45,480	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
80	2022 Chevrolet Tahoe		1GNSKLED1NR307980
	Value	Comprehensive	Collision
	\$49,021	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
81	2022 Duvelo 6000 Tier 4 Sweeper		ZA96000A10NC38036
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
82	2021 Ford E-350		1FDWE3FN3MDC20825
	Value	Comprehensive	Collision
	\$41,140	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
83	2022 Ford F350		1FTBF2B60NEE90423
	Value	Comprehensive	Collision
	\$40,008	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
84	2022 Ford F250		1FTBF2B64NEE67632
	Value	Comprehensive	Collision
	\$47,777	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
85	2022 Dodge Charger	2C3CDXKG9NH162480	7911
	Value	Comprehensive	Collision
	\$45,215	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
86	2022 Dodge Charger	2C3CDXKG9NH162479	7911
	Value	Comprehensive	Collision
	\$45,215	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
87	2022 Dodge Charger	2C3CDXKG0NH170483	7911
	Value	Comprehensive	Collision
	\$45,215	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
88	2022 Dodge Charger	2C3CDXKGNH163279	7911
	Value	Comprehensive	Collision
	\$45,215	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
89	2022 Sutphen Custom SPH 100 Aerial	1S9A3JNE8N1003100	7909
	Value	Comprehensive	Collision
	\$1,360,690	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
90	2022 Ford F150 Pickup	1FTEX1EB4NKF07920	014-990
	Value	Comprehensive	Collision
	\$42,020	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
91	2022 Eager Beaver 25 Ton Trailer	112HBX377NL085961	694-990
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
92	2022 Bobcat Skidsteer	B4SC13835	7906
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
93	2024 Mack GR42B	1M2GR2AC0RM002082	314-790
	Value	Comprehensive	Collision
	\$224,967	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
94	2022 Ford F250	1FT7X2B61NEF86953	014-990
	Value	Comprehensive	Collision
	\$47,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
95	2023 Mack GR64BR	1M2GR2GC0PM035829	314-790
	Value	Comprehensive	Collision
	\$211,551	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
96	2022 Ford E350	1FDRF3H62NEG15235	214-790
	Value	Comprehensive	Collision
	\$49,695	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
97	2022 Ford E350	1FDRF3H64NEG15236	214-790
	Value	Comprehensive	Collision
	\$46,543	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
98	2022 Ford E350	1FDRF3H66NEG15237	214-790
	Value	Comprehensive	Collision
	\$46,543	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number:

BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
99	2023 Dodge Durango	1C4RDJFG1PC577831	7911
	Value	Comprehensive	Collision
	\$41,305	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
100	2023 Dodge Durango	1C4RDJFG3PC577832	7911
	Value	Comprehensive	Collision
	\$41,305	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
101	2022 Ford Ford 250	1FDBF2B69NEF86806	014-990
	Value	Comprehensive	Collision
	\$50,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
102	2023 Ford Explorer	1FMSK8BH8PGA42532	7911
	Value	Comprehensive	Collision
	\$40,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
103	2023 Chevrolet Tahoe	1GNSKLED0PR255969	7908
	Value	Comprehensive	Collision
	\$53,087	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
104	2023 Ford F150	1FTEX1EB0PKD32262	014-990
	Value	Comprehensive	Collision
	\$41,167	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
105	2023 Ford F150	1FTMF1EB8PKD32895	014-990
	Value	Comprehensive	Collision
	\$43,815	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09 Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
106	2023 Ford F350	1FDRF3H66NEF86807	014-990
	Value	Comprehensive	Collision
	\$46,543	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
107	2023 Dodge Durango	1C4RDJFGXPC612186	7911
	Value	Comprehensive	Collision
	\$41,305	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
108	2023 Dodge Durango	1C4RDJFG8PC580256	7911
	Value	Comprehensive	Collision
	\$41,305	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
109	2023 Ford Explorer	1FMSK8BH9PGA42040	7911
	Value	Comprehensive	Collision
	\$35,145	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
110	2023 John Deere 650KXLT Dozer	1T0650KKHPF437750	7906
	Value	Comprehensive	Collision
	\$252,734	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
111	2015 Ford F250	1FDBF2B69FED10059	014-990
	Value	Comprehensive	Collision
	\$33,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
112	2004 Gradall 4100	4100066	7906
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
113	2016 Mack Dump	1M2AX35C8GM010116	214-790
	Value	Comprehensive	Collision
	\$138,402	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
114	2017 Ford F250	1FT7X2865HEB80145	014-990
	Value	Comprehensive	Collision
	\$35,335	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
115	2015 Ford F150	1FTFX1EF9FKD50264	014-990
	Value	Comprehensive	Collision
	\$26,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
116	2005 GMC Util Utility	1GDJ6C1385F530360	014-990
	Value	Comprehensive	Collision
	\$96,050	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
117	2008 John Deere Payloader	DW624JZ620441	7906
	Value	Comprehensive	Collision
	\$127,150	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
118	2002 International Dump	1HTSCAAR02H520533	314-790
	Value	Comprehensive	Collision
	\$73,500	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
119	2013 Chevrolet Tahoe	1GNSK2E03DR300597	014-990
	Value	Comprehensive	Collision
	\$36,294	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
120	2012 Chevrolet Impala	2G1WD5E35C1170628	7911
	Value	Comprehensive	Collision
	\$15,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
121	2013 Ford Focus	1FADP3E28DL320654	7398
	Value	Comprehensive	Collision
	\$8,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
122	2015 Ford Fusion	1FA6POG7XF5130846	7911
	Value	Comprehensive	Collision
	\$21,047	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
123	2010 Dodge Charger	2B3AA4CV1AH250975	7911
	Value	Comprehensive	Collision
	\$25,809	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
124	2015 Bobcat Sweeper	B3BT11031	7906
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
125	2003 John Deere Loader	DW624JZ591036	7906
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
126	2009 Mack Truck	1M2AX02C19M001148	314-990
	Value	Comprehensive	Collision
	\$156,711	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number:

BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
127	2017 Ford F350	1FDRF3H64HDA01281	214-990
	Value	Comprehensive	Collision
	\$34,239	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
128	2001 Pierce Truck	4P1CT02M71A001296	7909
	Value	Comprehensive	Collision
	\$90,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
129	2002 Racemaster Trailer	1R9BA081020321358	694-990
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Specified Perils
			N/A
			Loss Payee
			No
130	2007 Moreback Trailer	4S8SZ19117W051394	684-990
	Value	Comprehensive	Collision
	\$28,800	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Specified Perils
			N/A
			Loss Payee
			No
131	2008 Currahee Trailer	4TELS162181091401	694-990
	Value	Comprehensive	Collision
	\$2,740	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Specified Perils
			N/A
			Loss Payee
			No
132	2016 Mack Dump	1M2AX07C3GM031421	214-790
	Value	Comprehensive	Collision
	\$205,386	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
133	2017 Mack GU713 Dump/Plow/Sand	1M2AX07C2HM031430	214-790
	Value	Comprehensive	Collision
	\$190,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09 Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
134	2016 Chevrolet Tahoe	1GNSKFEC8GR301475	7909
	Value	Comprehensive	Collision
	\$38,817	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
135	2015 Mack Truck	1M2AX07C3FM021843	314-790
	Value	Comprehensive	Collision
	\$120,911	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
136	2015 Mack Truck	1M2AX07C5FM021844	314-790
	Value	Comprehensive	Collision
	\$120,911	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
137	2016 Morbark trailer	4S8Z191XFW052011	684-990
	Value	Comprehensive	Collision
	\$50,123	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Specified Perils
			N/A
			Loss Payee
			No
138	2015 Global Sweeper	1G9GM3HJ8FS462021	214-990
	Value	Comprehensive	Collision
	\$173,994	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
139	2007 Locke Trailer	1L9FS10287L112026	694-990
	Value	Comprehensive	Collision
	\$2,800	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Specified Perils
			N/A
			Loss Payee
			No
140	2015 Mack Truck	1M2AX02C2FM002076	314-790
	Value	Comprehensive	Collision
	\$111,778	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09 Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
141	2008 United Express	48BTE16218A89008	684-990
	Value	Comprehensive	Collision
	\$5,400	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Specified Perils
			N/A
			Loss Payee
			No
142	2016 Ford Fusion	1FA6POG78G5132371	7911
	Value	Comprehensive	Collision
	\$19,088	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
143	2016 Mack Dump	1M2AX02C7GM002463	214-790
	Value	Comprehensive	Collision
	\$189,739	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
144	2016 Mack GU712 Dump/Plow/Sand	1M2AX08C9GM002505	214-790
	Value	Comprehensive	Collision
	\$180,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
145	2016 Carry on Trailer	4YMUL1215GV042565	694-990
	Value	Comprehensive	Collision
	\$1,699	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Specified Perils
			N/A
			Loss Payee
			No
146	2011 Chevrolet Tahoe	1GNSK2E06BR362573	7908
	Value	Comprehensive	Collision
	\$28,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
147	2018 Mack GU712/plow/sander	1M2AX02C9JM002956	314-790
	Value	Comprehensive	Collision
	\$210,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
148	2008 Suthphen Pumper	1S9A1HLD984003067	7909
	Value	Comprehensive	Collision
	\$322,801	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
149	2006 Sutphen Tower Truck	1S9A3JLEX61003071	7909
	Value	Comprehensive	Collision
	\$863,157	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
150	2007 International 7600	1HTWYAHT57J413319	314-990
	Value	Comprehensive	Collision
	\$35,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
151	1993 Ford F350	1FTFE24H2PHA53589	7912
	Value	Comprehensive	Collision
	\$8,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
152	1990 Suthphen Aerial	1S9A3JFE2L1003749	7909
	Value	Comprehensive	Collision
	\$200,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
153	2011 Dodge Caravan	2D4RN3DG7BR673767	014-990
	Value	Comprehensive	Collision
	\$10,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
154	2017 Ford F150	1FTFX1EF8HKC14050	014-990
	Value	Comprehensive	Collision
	\$25,577	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09 Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
155	2016 Ford Taurus	1FAHP2MK5GG104240	7911
	Value	Comprehensive	Collision
	\$28,531	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
156	2017 Ford F250	1FT7X2B66HEE34297	014-990
	Value	Comprehensive	Collision
	\$33,508	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
157	2017 Ford F250	1FT7X2B68HEE34298	014-990
	Value	Comprehensive	Collision
	\$33,508	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
158	2003 Chevrolet Silverado	1GBJC34UX3E344344	014-990
	Value	Comprehensive	Collision
	\$28,065	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
159	2015 Bobcat Skidsteer	ALM414388	7906
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
160	2017 Ford Explorer	1FM5K8AR8HGA24640	7911
	Value	Comprehensive	Collision
	\$30,701	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
161	2016 Ford F350 Dumps w/Equip	1FDRF3H69GEA44734	404-790
	Value	Comprehensive	Collision
	\$40,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
162	2016 Ford F350 Dump w/Equip	1FDRF3H62GEA44736	214-790
	Value	Comprehensive	Collision
	\$40,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
163	2010 Dodge Charger	2B3AA4CT5AH275036	7911
	Value	Comprehensive	Collision
	\$21,955	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
164	2011 Toyota Camery	4T1BF3EK6BU175248	7911
	Value	Comprehensive	Collision
	\$19,165	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
165	2013 Ford Taurus	1FAHP2MK4DG215342	7911
	Value	Comprehensive	Collision
	\$29,044	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
166	2015 PJ Trailer	3CVU8162F2535360	694-990
	Value	Comprehensive	Collision
	\$3,100	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Specified Perils
			N/A
			Loss Payee
			No
167	2013 Ford F350	FDRF3G65DEB05414	014-990
	Value	Comprehensive	Collision
	\$39,783	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
168	2015 Chevrolet Silverado	1GC2KUEG4FZ545493	014-990
	Value	Comprehensive	Collision
	\$29,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code	
169	2017 Ford Explorer		1FM5K8B85HGB15726	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$26,843	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
170	2017 Ford Taurus		1FAHP2MK3HG135942	7911
	Value	Comprehensive	Collision	Specified Perils
	\$25,970	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
171	2017 Chevrolet Colorado		1GCHTBEN5H1315974	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$26,733	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
172	2014 Ford Explorer		1FAHP2MK7EG186047	7911
	Value	Comprehensive	Collision	Specified Perils
	\$27,452	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
173	2016 Ford F350		1FDRF3H65GEA16087	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$33,700	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
174	2010 Chevrolet Tahoe		1GNUKAE03AR216486	7908
	Value	Comprehensive	Collision	Specified Perils
	\$28,638	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
175	2017 Ford F150 PU		1FTEW1EG0HFC06542	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$40,000	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
176	2012 Dodge Charger	2C3CDXAG20H226615	7911
	Value	Comprehensive	Collision
	\$28,839	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
177	2012 Dodge Charger	2C3CDXAG20H226616	7911
	Value	Comprehensive	Collision
	\$28,839	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
178	2006 International Dump	1HTWZSBR96J296651	404-790
	Value	Comprehensive	Collision
	\$126,884	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
179	2015 Ford Transit	NMOLS7E76F1186732	014-990
	Value	Comprehensive	Collision
	\$22,064	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
180	1995 Freightliner Truck	1FV6JLCB9SL557128	7909
	Value	Comprehensive	Collision
	\$75,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
181	2016 Ford Explorer	1FM5K8AR1GGB97334	7911
	Value	Comprehensive	Collision
	\$34,440	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
182	2002 International Camel	1HTSCABNX2H527484	314-990
	Value	Comprehensive	Collision
	\$73,500	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
183	2008 Ford F350	1FTWW33Y28ED07521	7909
	Value	Comprehensive	Collision
	\$40,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
184	2018 Mack GU713	1M2AX09C5JM038035	314-790
	Value	Comprehensive	Collision
	\$380,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
185	2017 Ford Explorer	1FM5K8AR6HGD58150	014-990
	Value	Comprehensive	Collision
	\$26,454	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
186	2006 Chevrolet P/U	1GCEK19V56E208200	014-990
	Value	Comprehensive	Collision
	\$20,005	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
187	2004 JA/MA Trailer	4AJHU16214J038266	694-990
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			Specified Perils
			N/A
			Loss Payee
			No
188	2005 International Dump	1HTWYSBT15J028271	404-790
	Value	Comprehensive	Collision
	\$133,677	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
189	2013 Mack Dump	1M2AX07C7DM018358	314-790
	Value	Comprehensive	Collision
	\$195,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number: BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
190	2017 Chevrolet Colorado	1GCHTBEN6H1318477	014-990
	Value	Comprehensive	Collision
	\$26,733	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
191	2017 Chevrolet Colorado	1GCHTBEN0H1318541	014-990
	Value	Comprehensive	Collision
	\$26,733	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
192	2014 Ford F150	1FTNF1EF3F3EKG08694	014-990
	Value	Comprehensive	Collision
	\$22,525	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
193	2003 International Dump	1HTWAAAR23JO68988	314-790
	Value	Comprehensive	Collision
	\$73,500	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
194	2008 Komatsu Excavator	KMTPC180V54A89008	014-990
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
195	2017 Ford Taurus	1FAHP2MK9HG129370	7911
	Value	Comprehensive	Collision
	\$27,508	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
196	1998 International 4700	1HTSCAAM7WH559453	7912
	Value	Comprehensive	Collision
	\$20,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number:

BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
197	2011 Ford Explorer	1FMHK8B87BGA39494	7911
	Value	Comprehensive	Collision
	\$27,487	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
198	2015 Spartan Fire truck	4S7CU2D9XFC079818	7909
	Value	Comprehensive	Collision
	\$456,653	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
199	2018 Ford Fusion	3FA6P0G75JR194377	7911
	Value	Comprehensive	Collision
	\$17,622	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
200	2018 Ford Explorer	1FM5K8AR7JGB20197	7911
	Value	Comprehensive	Collision
	\$33,081	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
201	2018 John Deere Payloader	1DW544KZYJF687679	7906
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
202	2018 Ford Taurus	1FAHP2MK1JG123780	7911
	Value	Comprehensive	Collision
	\$28,236	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No
203	2018 Ford Taurus	1FAHP2MK5JG123779	7911
	Value	Comprehensive	Collision
	\$28,396	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Named Insured.

Attached to and forming part of Policy Number:

BA-4633687-09

Effective Date: 03/08/2024

Vehicle #	Description	VIN	Class Code
204	2018 Chevrolet 1500	1GCVKNEC6JZ350116	014-990
	Value	Comprehensive	Collision
	\$26,269	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
205	2018 Ford Explorer	1FM5K8AR6JGC18007	7398
	Value	Comprehensive	Collision
	\$27,823	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
206	2017 Ford F550	1FDUF5HT5HEE86343	214-990
	Value	Comprehensive	Collision
	\$136,510	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
207	2019 Ford F250 w/Plow	1FTBF2B6XKEC51781	014-990
	Value	Comprehensive	Collision
	\$32,578	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
208	2019 Mack Granite Dump/Plow/Sa	1M2GR2AC6KM001119	314-790
	Value	Comprehensive	Collision
	\$210,000	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
209	2023 Sutphen Pumper Truck	1S9A1BND2P4003064	7909
	Value	Comprehensive	Collision
	\$658,159	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
210	2023 New Holland B95D backhoe	FNH0B95DNZHH12356	7906
	Value	Comprehensive	Collision
	\$122,660	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

BUSINESS AUTO COVERAGE FORM

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

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

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

SECTION I – COVERED AUTOS

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

A. Description Of Covered Auto Designation Symbols

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

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

B. Owned Autos You Acquire After The Policy Begins

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

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

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

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

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

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

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

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

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

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

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

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

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

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

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

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

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

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

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

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

3. Workers' Compensation

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

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

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

5. Fellow Employee

"Bodily injury" to:

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

6. Care, Custody Or Control

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

7. Handling Of Property

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

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

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

8. Movement Of Property By Mechanical Device

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

9. Operations

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

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

10. Completed Operations

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

In this exclusion, your work means:

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

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

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

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

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

11. Pollution

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

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

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

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

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

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

12. War

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

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

13. Racing

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

C. Limit Of Insurance

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

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

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

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

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

a. Comprehensive Coverage

From any cause except:

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

b. Specified Causes Of Loss Coverage

Caused by:

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

c. Collision Coverage

Caused by:

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

2. Towing

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

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

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

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

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

4. Coverage Extensions

a. Transportation Expenses

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

b. Loss Of Use Expenses

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

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

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

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

B. Exclusions

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

a. Nuclear Hazard

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

b. War Or Military Action

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

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

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

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

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";

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

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

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

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

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

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

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

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

SECTION IV – BUSINESS AUTO CONDITIONS

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

A. Loss Conditions

1. Appraisal For Physical Damage Loss

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

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

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

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

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

4. Loss Payment – Physical Damage Coverages

At our option, we may:

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

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

B. General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation Or Fraud

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

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

3. Liberalization

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

4. No Benefit To Bailee – Physical Damage Coverages

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

5. Other Insurance

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

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

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

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

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

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

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

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

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

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

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

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

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

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

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

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

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

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

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

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

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

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

360© - ADDITIONAL COVERAGE MODIFICATIONS BUSINESS AUTO

SUMMARY OF COVERAGES AND INDEX:

The following is an alphabetical listing of the various coverages afforded by this endorsement. No coverage is provided by this summary. Please refer to the individual coverage explanations within this endorsement for a detailed explanation of terms, conditions and what is and what is not covered.

COVERAGE	LIMIT	PAGE
Airbag Coverage	\$1,000	4
Audio, Visual or Electronic Equipment	Included	5
Broadened Definition of Who Is An Insured	Included	2
Common Deductible Provision	Included	6
Glass Breakage	Included	3
Hired Auto Physical Damage	\$50,000	6
Knowledge of Accident	Included	6
Lease Gap Coverage	Included	4
Loss of Use Expenses	\$30/\$900	4
Loss Payable Clause	Included	6
Personal Effects Coverage	\$250	4
Reimbursement of Deductible - Volunteer or Employee	\$500	6
Supplementary Payments		
Bail Bonds	\$2,500	3
Daily Loss of Earnings	\$1,000	3
Transfer of Rights of Recovery	Included	6
Transportation Expenses	\$50/\$2,500	3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK 360© - ADDITIONAL COVERAGE MODIFICATIONS - BUSINESS AUTO

The following modifies insurance where provided under the Business Auto Coverage Form:

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured is amended to add the following:

1. Broad Form Insured

- a. The following are “insureds”, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business:
 - (1) Any member of the governing body of the Named Insured.
 - (2) Any boards, commissions or councils of the Named Insured and their members.
 - (3) Any elected or appointed officer of the Named Insured.
 - (4) Any “volunteer worker” of the Named Insured.
- b. When the Named Insured is a school entity, the following are also “insureds”, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business:
 - (1) Any student body organizations but only while operating under the authority and supervision of the governing body of the Named Insured.
 - (2) Any driving instructor employed by the Named Insured while using a covered “auto” in the course of driving instruction.
 - (3) Any student driver in the course of using a covered “auto” with a driving instructor employed by the Named Insured.
 - (4) Any trustee, director or superintendent of the Named Insured.
 - (5) Any student teacher of the Named Insured.

However:

- c. No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
 - d. Any organization other than a partnership or joint venture that you newly acquire or form over which you exercise control and actively manage and to which no other similar insurance is available will be deemed to be a Named Insured.
 - e. Coverage does not apply to any loss that occurred before you acquired or formed the organization.
- ### **2. Employees and Volunteers as Insureds**
- a. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.
 - b. A “volunteer worker” is an “insured” while using a covered “auto” you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that “auto” is also an “insured”.

“Volunteer worker” means a person who is not your “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

3. Lessors as Insureds

The lessor of a covered “auto” while the “auto” is leased to you under a written agreement if:

- a. The agreement requires you to provide direct primary insurance for the lessor, and
- b. The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

The coverage provided under this paragraph 3. applies to any leased "auto" until the expiration date of the lease, or until the lessor or his or her agent takes possession of the leased "auto", whichever occurs first.

4. Additional Insured Required By "Insured Contract" Or Permit

Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if:

- a. You are obligated to add that person, organization, trustee, estate, or governmental entity as an additional insured to this policy by:
 - (1) An express provision of an "insured contract"; or
 - (2) An express condition of a written permit issued to you by a governmental or public authority, and
- b. The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (1) You executed the "insured contract"; or
 - (2) The permit has been issued to you.

B. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

C. SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. Glass Breakage

A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended to add the following:

With respect to private passenger "autos" only, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

With respect to "autos" other than private passenger, any Comprehensive Coverage deductible shown in the Declarations will not apply to this glass breakage.

2. Transportation Expenses

A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted and replaced with the following:

We will pay up to \$50 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of "loss" to a covered "auto" other than a fire truck, ambulance, rescue truck or similar emergency "auto". We will pay for temporary transportation expense if caused by:

- a. Other than Collision only if Comprehensive Coverage is shown in the Declarations for the covered "auto";
- b. Specified Causes of Loss only if Specified causes of Loss Coverage is shown in the Declarations for the covered "auto"; or
- c. Collision only if Collision Coverage is shown in the Declarations for the covered "auto".

We will pay for temporary transportation expense until the covered "auto" is returned to use or we pay for its "loss", regardless of the policy's expiration.

3. Loss of Use Expenses

A. Coverage, 4. Coverage Extensions, b. Loss Of Use Expenses is deleted and replaced with the following:

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

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

However, the most we will pay for any expenses for loss of use is \$30 per day, subject to a maximum of \$900 per "accident".

This Coverage Extension does not apply to any "auto" you hire or borrow from:

- (1) any of your "employees";
- (2) partners (if you are a partnership); or
- (3) members (if you are a limited liability company) or members of their households.

4. Lease Gap Coverage

A. Coverage, Item 4. Coverage Extensions, is amended to add the following:

In the event of a total "loss" to a covered "auto" that is a long term leased "auto" and the lessor is included as an insured as required by contract or agreement, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the policy's Physical Damage Coverage; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

5. Airbag Coverage

A. Coverage, 4. Coverage Extensions is amended to add the following:

If you have purchased Specified Causes of Loss or Collision coverage for an "auto" you own and the airbag of that "auto" inflates, we will pay to reset or replace the airbag, even if there has not been a Specified Cause of Loss or Collision loss to cause the inflation. However, this additional coverage only applies if the airbag is not covered under warranty and you did not intentionally cause the airbag to inflate.

The most we will pay for this coverage is \$1,000 for each covered "auto" you own. The deductible provision does not apply to this additional coverage.

6. Personal Effects Coverage

A. Coverage, 4. Coverage Extensions is amended to add the following:

If you have purchased Comprehensive or Specified Causes of Loss coverage for an "auto" you own and that "auto" is stolen, we will pay for your "personal effects" and the "personal effects" of your "employees" if those "personal effects" were stolen with the "auto", based on the lesser of:

- a. The actual cash value of the stolen "personal effects" as of the time of the "loss"; or
- b. The cost of repairing or replacing the stolen "personal effects" with other property of like kind and quality.

If the "personal effects" are recovered with the "auto", but they were damaged due to the "auto" theft, we will pay the lesser of:

- a. The actual cash value of the damaged "personal effects" as of the time of the "loss" or
- b. The cost of repairing or replacing the damaged "personal effects" with other property of like kind and quality.

We will pay up to a maximum of \$250 for all "personal effects", regardless of the number of "personal effects", stolen, per each "auto" theft.

The insurance provided under this coverage is excess over any valid and collectible insurance available to you or your "employees".

"Personal Effects" means tangible property that is worn or carried about the person. "Personal effects" does not include tools, jewelry, money or securities. The deductible provision does not apply to this additional coverage.

7. Audio, Visual or Electronic Equipment

B. Exclusions, item 4. is deleted and replaced with the following:

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

However:

Exclusions **4.c.** and **4.d.** do not apply:

- (1) If such equipment is "permanently installed" in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is "permanently installed" in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) To any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any equipment described in a. above and "permanently installed" in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

Exclusions **4.a.**, **4.c.** and **4.d.** do not apply to any equipment or accessories that are "permanently installed" in a covered "auto" which is:

- (1) Owned by a police or fire department;
- (2) Equipped as an emergency vehicle and owned by a political body or any of its agencies; or
- (3) Equipped as an emergency vehicle and owned by a volunteer fire department, volunteer rescue squad or volunteer ambulance corps.

Accessories include, but are not limited to, spot lights, light racks, and cages. We will not pay for such equipment or accessories that are "permanently installed" in the covered "auto" unless their cost new is reported to us in addition to the cost new of the base vehicle itself.

"Permanently installed" equipment means equipment that is welded, bolted or permanently screwed to the dashboard, firewall or body of the "auto". Equipment inserted on permanently installed slide brackets

with or without the use of setscrews or tension, or portable firefighting and rescue related equipment, will not be construed as "permanently installed" equipment.

8. Reimbursement of Deductible

D. Deductible is amended to add the following for "autos" owned or used by your "volunteer worker" or "employees":

We will pay up to \$500 for reimbursement of the deductible under any auto policy available for reimbursement to the "volunteer worker" or "employee", for any "loss" described above to any "auto" owned or used by the "volunteer worker" or "employee" while in route to, during, and returning from any official duty authorized by you. In no event will we pay for any "loss" under this Coverage to any "auto" owned, hired, or borrowed by you.

9. Common Deductible

D. Deductible is amended to add the following:

If a "loss" to which this insurance applies also involves a "loss" under a Commercial Property or Inland Marine Coverage Part for this insured and written by us, only one (1) Deductible, the largest, will be applied. The Deductible(s) under the other coverage part(s) will be waived.

D. SECTION IV - BUSINESS AUTO CONDITIONS

1. Knowledge of Accident

A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, item **a.**, is amended to add the following

If your "employee" or agent knows of an "accident" or "loss" that may result in a claim under this policy, you will not be considered to have knowledge of that "accident" or "loss" until your "employee" or agent reports it to:

- (1) You, if you are an individual;
- (2) One of your partners (if you are a partnership) or members (if you are a limited liability company);
- (3) One of your executive officers;
- (4) Your "employee" if you have designated that "employee" to receive such reports.

2. Transfer of Rights of Recovery

A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against a person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization in a written "insured contract", written agreement or permit that is executed before such "loss".

3. Loss Payable Clause

A. Loss Conditions is amended to add the following:

6. **a.** We will pay, as their interest may appear, you and any loss payee that has an insurable interest in a covered "auto" for "loss" to a covered "auto".
 - b.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
 - c.** We may cancel the policy as allowed by the Cancellation Policy Condition in accordance with NY Insurance Law, Section 3426. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
 - d.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

4. Hired Auto Physical Damage

B. General Conditions, 5. Other Insurance, item **b.** is deleted and replaced with the following:

- b.** If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to leased, hired, rented or borrowed

"autos". We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations.

This coverage is subject to the following provisions:

- (1)** The most we will pay for "loss" to a leased, hired, rented or borrowed "auto" in any one "accident" is the lesser of:
 - (a)** \$50,000; or
 - (b)** The actual cash value of the damaged or stolen property as of the time of the "loss;" or
 - (c)** The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2)** For each leased, hired, rented or borrowed "auto," our obligation to pay for "loss" will be reduced by a deductible equal to the largest deductible applicable to any owned "auto" of the same vehicle type. If owned "autos" do not include this vehicle type, the lowest deductible on the policy for the same physical damage coverage will apply. No deductible applies to "loss" caused by fire or lightning.
- (3)** Hired Auto Physical Damage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- (4)** Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRE DISTRICTS OR DEPARTMENTS FREEZING COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, item **3.a.** is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, if you carry Comprehensive Coverage on a fire department emergency vehicle, any "loss" to permanently attached equipment common to a fire department emergency vehicle caused by freezing is covered, subject to the applicable Comprehensive deductible shown in the Declarations.

"Loss" caused by your failure to maintain equipment is not covered and in no event will "loss" to an "auto" engine caused by freezing be covered by this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES IN BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

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

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

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

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

2. Who Is An Insured does not include anyone loading or unloading a covered "auto" except you, your "employees", a lessee or borrower or any of their "employees".

3. **Supplementary Payments** is amended as follows:

- a. Paragraph **(5)** is replaced by the following:

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

- b. The following paragraphs are added:

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

(8) The cost of appeal bonds.

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

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

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

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

Employee Indemnification And Employer's Liability

This insurance does not apply to:

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

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

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

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

Fellow Employee

This insurance does not apply to:

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

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

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

War

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

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

Spousal Liability

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

6. If the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations is equal to or greater than \$160,000, the **Limit Of Insurance** provision is changed by the following:

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

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

This provision will not change our total Limit of Insurance.

7. If the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations is less than \$160,000, the **Limit Of Insurance** provision is replaced by the following:

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

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

This provision will not change our total Limit of Insurance.

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

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

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

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

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

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

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

B. Changes In Trailer Interchange Coverage

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

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

C. Changes In Physical Damage Coverage

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

Owned Autos You Acquire After The Policy Begins

- a. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- b. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - (1) We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - (2) You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
- c. Notwithstanding the provisions of Paragraphs **a.** and **b.**, during the term of the Coverage Part, Physical Damage Coverage for an additional or replacement private passenger "auto" shall not become effective until you notify us and request coverage for the "auto".

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

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

War Or Military Action

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

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

Deductible

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

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

a. Mandatory Inspection For Physical Damage Coverage

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

b. "Auto" Repairs Under Physical Damage Coverage

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

c. Recovery Of Stolen Or Abandoned "Autos"

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

D. Changes In Conditions

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

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

- a.** In the event of "accident", claim, "suit" or "loss", you or someone on your behalf must give us or our authorized representative notice as soon as reasonably possible of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

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

- b.** Additionally, you and any other involved "insured" must:
 - (2) Send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" as soon as reasonably possible.

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

Legal Action Against Us

- a.** Except as provided in Paragraph **b.**, no one may bring a legal action against us until:
 - (1) There has been full compliance with all of the terms of the Coverage Form; and
 - (2) Under Covered Autos Liability Coverage, we, by written agreement with the "insured" and the claimant, agree that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No person or organization has any right under this Policy to bring us into any action to determine the "insured's" liability.

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

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

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

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

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

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

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

5. The **Loss Payment – Physical Damage Coverages** Condition is replaced by the following:

Loss Payment – Physical Damage Coverages

At our option, we may:

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

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

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

This condition does not apply to liability coverage.

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

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

- a. The total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500; or
- b. The Policy requires notification to the insurer with specific identification of any additional exposure units (e.g., autos) for which coverage is requested.
- c. Except as provided in Paragraphs **a.** and **b.** above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

E. Changes In Definitions

The **Definitions** section in the Business Auto and Motor Carrier Coverage Forms is changed as follows:

1. The "covered pollution cost or expense" definition is replaced by the following:

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

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

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

2. The "insured contract" definition is replaced by the following:

"Insured contract" means:

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

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

- a. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver;
- b. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority; or
- c. Under which the "insured" assumes liability for injury or damage caused by the dumping, discharge or escape of:
 - (1) Irritants, pollutants or contaminants that are, or that are contained in, any property that is:
 - (a) Being moved from the place where such property or pollutants are accepted by the "insured" for movement into or onto the covered "auto";
 - (b) Being transported or towed by the covered "auto";
 - (c) Being moved from the covered "auto" to the place where such property or pollutants are finally delivered, disposed of or abandoned by the "insured";
 - (d) Otherwise in the course of transit; or
 - (e) Being stored, disposed of, treated or processed in or upon the covered "auto" other than fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for, or result from, the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts.
 - (2) Irritants, pollutants or contaminants not described in Paragraph (1) above unless:
 - (a) The pollutants or any property in which the pollutants are contained is upset, overturned or damaged as a result of the maintenance or use of the covered "auto"; and

- (b) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

3. The "mobile equipment" definition is replaced by the following:

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

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

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

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

However, the operation of:

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

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

F. Changes In Forms And Endorsements

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

- b. Exclusion **3.** is replaced by the following:
 - 3. We will not pay for "loss" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
- 3. If the Auto Medical Payments Coverage endorsement is attached, then Exclusion **C.6.** is replaced by the following:
 - 6. "Bodily injury" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
- 4. If the Single Interest Automobile Physical Damage Insurance Policy is attached, the **War** Exclusion is replaced by the following:

This insurance does not apply to "loss" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
- 5. If the Stated Amount Insurance endorsement is attached, then Paragraph **C.2.** of that endorsement does not apply.
- 6. If the Trailer Interchange Coverage endorsement is attached, then Paragraph **A.2.** is replaced by the following:
 - 2. We have the right and duty to defend any "insured" against a "suit" asking for these damages, even if the allegations of the "suit" are groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.
- 7. If the Motor Carrier Endorsement is attached, then Paragraph **B.1.c.** is replaced by the following:
 - c. We have the right and duty to defend any "insured" against a "suit" asking for these damages, even if the allegations of the "suit" are groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

- I. If you are an individual and a covered "auto" you own is predominantly used for nonbusiness purposes, the **Cancellation** Common Policy Condition does not apply. The following condition applies instead:
 - Ending This Policy**
 - A. Cancellation**
 1. You may cancel the entire Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
 2. When this Policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel the entire Policy for any reason provided we mail you notice within this period. If we cancel for nonpayment of premium, we will mail you at least 15 days' notice and such notice of cancellation on this ground shall inform the first Named Insured of the amount due. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you at least 20 days' notice.
3. When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:
 - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due. If we cancel for this reason, we will mail you at least 15 days' notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.
 - b. Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period, other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the New York Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we cancel for this reason, we will mail you at least 20 days' notice.

- c. We replace this Policy with another one providing similar coverages and the same limits for a covered "auto" of the private passenger type. The replacement policy will take effect when this Policy is cancelled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
- d. This Policy has been written for a period of more than one year or without a fixed expiration date. We may cancel for this reason, subject to New York Laws, only at an anniversary of its original effective date. If we cancel for this reason, we will mail you at least 45 but not more than 60 days' notice.
- e. This Policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days' notice.
- f. Any "insured" made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days' notice.

If one of the reasons listed in this Paragraph 3. exists, we may cancel the entire Policy.

- 4. Instead of cancellation, we may condition continuation of this Policy on a reduction of Covered Autos Liability Coverage or elimination of any other coverage. If we do this, we will mail you notice at least 20 days before the date of the change.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this Policy is cancelled, we will send you any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. Nonrenewal

- 1. If this Policy is written for a period of less than one year and we decide, subject to New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Covered Autos Liability Coverage or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the policy period.
- 2. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12-month period following the effective date of the first of the successive policy periods in which the coverage was provided.
- 3. We do not have to mail notice of nonrenewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this Policy or that you no longer want it.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or nonrenewal to the address shown on the Policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

- II. For all policies other than those specified in Section I., the **Cancellation** Common Policy Condition is completely replaced by the following:

Ending This Policy

A. Cancellation

- 1. The first Named Insured shown in the Declarations may cancel the entire Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. When this Policy is in effect 60 days or less and is not a renewal or continuation policy, we may cancel the entire Policy by mailing to the first Named Insured written notice at least 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph 3. below. We will provide the first Named Insured with 20 days' written notice if we cancel for any other reason.

3. When this Policy is in effect more than 60 days or is a renewal or continuation policy, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:
 - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - b. Conviction of a crime arising out of acts increasing the hazard insured against;
 - c. Discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim thereunder;
 - d. After issuance of the Policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
 - e. Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the Policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the Policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Policy was issued or last renewed;
 - f. Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
 - g. A determination by the Superintendent that the continuation of the Policy would violate, or would place us in violation of, any provision of the Insurance Code;
 - h. Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the "insured" will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. However, if we cancel for this reason, the first Named Insured may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review our cancellation decision. We will also send a copy of this notice, simultaneously, to the Department of Financial Services; or
 - i. Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a covered "auto", other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the New York Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation.
4. Regardless of the number of days this Policy has been in effect, if:
 - a. This Policy covers "autos" subject to the provisions of Section 370 (a) and (b) of the New York Vehicle and Traffic Law; and
 - b. The Commissioner of the Department of Motor Vehicles deems this Policy to be insufficient for any reason;
 we may cancel this Policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this Policy.
 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

6. The effective date of cancellation stated in the notice shall become the end of the policy period.
7. Notice will include the reason for cancellation. We will mail or deliver our notice to the first Named Insured at the address shown in the Policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

B. Notices Of Nonrenewal And Conditional Renewal

1. If we decide not to renew or continue this Policy, we will send notice as provided in Paragraph 3. below.
2. If we conditionally renew this Policy upon:
 - a. A change of limits;
 - b. A change in type of coverage;
 - c. A reduction of coverage;
 - d. An increased deductible;
 - e. An addition of exclusion; or
 - f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added; or as a result of experience rating, retrospective rating or audit;
 we will send notice as provided in Paragraph 3. below.
3. If we decide not to renew or continue this Policy, or to conditionally renew this Policy as provided in Paragraphs 1. and 2. above, we will mail the first Named Insured notice at least 60 but not more than 120 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date.
4. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that you have replaced this Policy or no longer want it.

5. Any notice of nonrenewal or conditional renewal will be mailed to the first Named Insured at the address shown in the Policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
6. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase, and description of any other changes.
7. If we violate any of the provisions of Paragraph 3., 5. or 6. above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:
 - a. And if notice is provided prior to the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this Policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel.
 - b. And if the notice is provided on or after the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this Policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
8. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
 - a. Upon expiration of the 60-day period, unless Subparagraph b. below applies; or
 - b. Notwithstanding the provisions in Paragraphs 7.a. and 7.b., as of the renewal date of the Policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the Policy.

C. With respect to the Auto Dealers Coverage Form:

1. Paragraph **F.6. Limits Of Insurance – General Liability Coverages of Section II – General Liability Coverages** and Paragraph **E.4. Limit Of Insurance And Deductible of Section III – Acts, Errors Or Omissions Liability Coverages** are amended as follows:

- a. The Aggregate Limits Of Insurance for General Liability Coverages and the "Acts, Errors Or Omissions" Liability Aggregate Limit shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Section II, Paragraph **B.7.** of this endorsement.
- b. The last sentence of Paragraphs **F.6.** and **E.4.** does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

2. If the Limited Product Withdrawal Expense Endorsement is attached, then Paragraph **B.2.** is amended as follows:

- a. The Product Withdrawal Aggregate Limit shown in the Schedule will be increased in proportion to any policy extension provided in accordance with Section II, Paragraph **B.7.** of this endorsement.
- b. The last sentence of Paragraph **B.2.** does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DEDUCTIBLE LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: City of Rome
Endorsement Effective Date: 3/8/2024

SCHEDULE

Covered Autos Liability Coverage and Paragraph A. Bodily Injury And Property Damage Liability of Section II – General Liability Coverages in the Auto Dealers Coverage Form are subject to one of the following two deductibles shown below:

Liability Deductible:	\$5,000	Per "Accident"
OR		
"Property Damage" Only Liability Deductible:	\$	Per "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Liability Deductible

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Only Liability Deductible

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable for "property damage" will be reduced by the "Property Damage" Only Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

C. Our Right To Reimbursement

To settle any claim or "suit", we will pay all or any part of any deductible shown in the Schedule. You must reimburse us for the deductible or the part of the deductible we paid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: City of Rome
Endorsement Effective Date: 3/8/2024

SCHEDULE

Insurance Company: Argonaut Insurance Company	
Policy Number: BA-4633687-09	Effective Date: 3/8/2024
Expiration Date: 3/8/2025	
Named Insured: City of Rome	
Address: 198 N Washington Street, Rome NY 13440	
Additional Insured (Lessor): Enterprise FM Trust	
Address: P O Box 16805 St. Louis, MO 63105	
Designation Or Description Of "Leased Autos": 2022 Ford Interceptor Utility, VIN #1FM5K8AB2NGA31923 2022 Chevrolet Tahoe, VIN #1GNSKLED1NR307980 2022 Dodge Charger, VIN #2C3CDXKG0NH170483 2022 Dodge Charger, VIN #2C3CDXKGXNH163279 2022 Ford F150 Pickup, VIN #1FTEX1EB4NKF07920	

Coverages	Limit Of Insurance
Covered Autos Liability	\$1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

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

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

E. Additional Definition

As used in this endorsement:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK MOBILE EQUIPMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

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

Named Insured:	City of Rome
Endorsement Effective Date:	3/8/2024

SCHEDULE

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
Covered Autos Liability	1, 12, 45, 46, 47, 81, 92, 110, 112, 117, 124, 125, 159, 201, 210	\$ 1,000,000 Each Accident	\$ INCL
Auto Medical Payments		\$ Each Person	\$

Personal Injury Protection Or Equivalent No-Fault Coverage	1, 12, 45, 46, 47, 81, 92, 110, 112, 117, 124, 125, 159, 201, 210	Separately Stated In Each P.I.P. Endorsement	\$ INCL
Uninsured Motorists	1, 12, 45, 46, 47, 81, 92, 110, 112, 117, 124, 125, 159, 201, 210	\$ 1,000,000	Each Accident \$ INCL
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage.)		\$	Each Accident \$
Comprehensive	1, 12, 110, 117, 210	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus <i>\$ See Schedule of Automobiles</i> Deductible For Each Covered Auto	\$ INCL
Collision	1, 12, 110, 117, 210	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus <i>\$ See Schedule of Automobiles</i> Deductible For Each Covered Auto	\$ INCL
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$

Vehicle No.	Description Of Vehicles That Are Covered "Autos"
	2018 New Holland Backhoe FNH0B95CNHJJ01629 2001 Hyundai Payloader HL740-30618 2020 John Deere Payloader 1DW544LZCLF705825 2020 John Deere Payloader 1DW624LHPLF705935

Vehicle No.	Description Of Vehicles That Are Covered "Autos"
	2020 Bobcat Loader AT5J12883 2022 Duvelo 6000 Tier 4 Sweeper ZA96000A10NC38036 2022 Bobcat Skidsteer B4SC13835 2023 John Deere 650KXLT Dozer 1T0650KKHPF437750 2004 Gradall 4100 4100066 2008 John Deere Payloader DW624JZ620441 2015 Bobcat Sweeper B3BT11031 2003 John Deere Loader DW624JZ591036 2015 Bobcat Skidsteer ALM414388 2018 John Deere Payloader 1DW544KZYJF687679 2023 New Holland B95D backhoe FNH0B95DNZHH12356
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B. The vehicles described in the Schedule will be considered covered "autos" and not "mobile equipment".

- C. Covered Autos Liability Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" resulting from the operation of any machinery or equipment that is on, attached to or part of any of these vehicles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WARNING – THIS POLICY DOES NOT FULLY PROVIDE COVERAGE FOR ALL POTENTIAL LIABILITY THAT A MUNICIPALITY MAY BE SUBJECT TO UNDER SECTION 209 OF THE GENERAL MUNICIPAL LAW.

NEW YORK MUTUAL AID ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: City of Rome
Endorsement Effective Date: 3/8/2024

SCHEDULE

Limit Of Insurance	\$1,000,000	Premium	\$ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. Coverage

1. We will pay all sums you legally must pay for "loss" to an "auto", including its equipment, owned by any municipality, fire district, ambulance district, fire department or fire company which provides you police, ambulance services or fire assistance as authorized under Section 209 of the General Municipal Law of the State of New York.
2. We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when our limit for this insurance has been exhausted by payment of judgments or settlements.

B. Exclusions

This insurance does not apply to:

1. Any expense incurred in or material used in connection with the operation of the "auto" or its equipment.
2. "Loss" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
3. "Loss" caused by the explosion of a nuclear weapon or its consequences.

C. Limit Of Insurance

The most we will pay for all "loss" from any one "accident" is the Limit Of Insurance stated in the Schedule of this endorsement.

For each "loss" the amount that would otherwise be payable will be reduced by \$50.

D. Conditions

All of the Conditions apply to the insurance provided by this endorsement except Other Insurance. The insurance provided by this endorsement is primary insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK EMERGENCY SERVICES – VOLUNTEER FIREFIGHTERS' AND WORKERS' INJURIES EXCLUDED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Covered Autos Liability Coverage is changed by adding the following exclusions:

Volunteer Firefighters

This insurance does not apply to:

1. "Bodily injury" to any volunteer firefighter or other volunteer worker of the "insured" if sustained while such person is engaged in volunteer firefighting, rescue squad or ambulance corps operations.

This exclusion applies only if you provide or are required to provide benefits for the worker under any workers' compensation or disability benefits law or under any similar law.

2. "Bodily injury" to any fellow volunteer firefighter or other volunteer worker of the "insured" if sustained in the course of volunteer firefighting, rescue squad or ambulance corps operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT

The Company agrees with the named insured, as follows:

Section I

Mandatory Personal Injury Protection

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

First-party Benefits

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

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

Basic Economic Loss

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

Medical Expense

Medical expense shall consist of necessary expenses for:

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

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

Work Loss

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

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

Other Expenses

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

Death Benefit

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

Eligible Injured Person

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

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

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

Exclusions

This coverage does not apply to personal injury sustained by:

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

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

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

Other Definitions

When used in reference to this coverage:

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

Conditions

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

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

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

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

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

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

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

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

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

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

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

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

Section II

Excess Coverage

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

Section III

Constitutionality

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

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

SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
See Schedule	\$100,000	\$2,000	\$25	\$ INCL	none	\$ INCL
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

Additional Personal Injury Protection

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

Eligible Injured Person

Subject to the exclusions 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; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;

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

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;

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

- (i) Any person who is injured while, pursuant to article 44-B of the Vehicle and Traffic Law, the insured motor vehicle is being used or operated by a transportation network company driver.

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 possessions or territories, or by the laws of any province of Canada.

Extended Economic Loss

Extended economic loss shall consist of the following:

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

Two Or More Vehicles Insured Under This Policy

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

Arbitration

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

Subrogation

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

Other Coverage; Nonduplication

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK OPTIONAL BASIC ECONOMIC LOSS COVERAGE

The company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection (PIP) Endorsement or the New York Mandatory Personal Injury Protection Endorsement – Motorcycles, not expressly modified in this endorsement, as follows:

The definition of Basic Economic Loss contained in the New York Mandatory Personal Injury Protection Endorsement or the New York Mandatory Personal Injury Protection Endorsement – Motorcycles 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 (OBEL) 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;
- (4) A combination of options (2) and (3).

Any death benefit hereunder shall be in addition thereto.

Exclusion (c) set forth in the New York Mandatory Personal Injury Protection Endorsement is replaced by the following:

(c) The named insured, or any 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 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT

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

INSURING AGREEMENTS

1. Definitions

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

a. Insured

The unqualified term "insured" means:

- (1)** You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
- (2)** Any person while acting in the scope of that person's duties for you, except with respect to the use and operation by such person of a motor vehicle not covered under this policy, where such person is:
 - (a)** Your employee and you are a fire department;
 - (b)** Your member and you are a fire company, as defined in General Municipal Law section 100;
 - (c)** Your employee and you are an ambulance service, as defined in Public Health Law section 3001; or
 - (d)** Your member and you are a voluntary ambulance service, as defined in Public Health Law, section 3001;
- (3)** Any other person while occupying:
 - (a)** A motor vehicle insured for SUM under this policy; or
 - (b)** Any other motor vehicle while being operated by you or your spouse; and
- (4)** Any person, with respect to damages such person is entitled to recover, because of bodily injury to which this coverage applies sustained by an insured under Paragraph **(1)**, **(2)** or **(3)** above.

b. Bodily Injury

The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.

c. Uninsured Motor Vehicle

The term "uninsured motor vehicle" means a motor vehicle that, through its ownership, maintenance or use, results in bodily injury to an insured, and for which:

- (1)** No bodily injury liability insurance policy or bond applies to such 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 or with a motor vehicle occupied by the insured at the time of the accident, provided that:
 - (a)** The insured or someone on the insured's behalf 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

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

The term "uninsured motor vehicle" 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.

2. Damages For Bodily Injury Caused By Uninsured Motor Vehicles

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

3. SUM Coverage Period And Territory

This SUM coverage applies only to accidents that occur:

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

EXCLUSIONS

This SUM coverage does **not** apply:

- 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 In The Event Of Accident, Claim, Suit Or Loss"; "Fraud"; and "Ending This Policy" if applicable.

2. Notice And Proof Of Claim

As soon as practicable, the insured or other person making 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 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.

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 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 Financial Services for this purpose.

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

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

13. Subrogation

If we make a payment under this SUM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition **10.**, such person shall do nothing to prejudice this right.

14. Payment Of Loss By Company

We shall pay any amount due under this SUM coverage to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.

15. Action Against Company

No lawsuit shall lie against us unless the insured or the insured's legal representative has first fully complied with all the terms of this SUM coverage.

16. Survivor Rights

If you or your spouse, if a resident of the same household, dies, this SUM coverage shall cover:

a. The survivor as named insured;

b. The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and

c. Any relative who was an insured at the time of such death.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL BODIES AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Any land motor vehicle or "trailer" you own or lease that is designed for travel on public roads is an "auto" and not "mobile equipment" if the sole reason for considering it "mobile equipment" is such vehicle is used solely on roads you own.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: City of Rome
Endorsement Effective Date: 3/8/2024

SCHEDULE

Location Number	Address Where You Conduct Garage Operations (Main Location)	
1	Parking Garage 150 North George Street, Rome NY 13440	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ 600,000	Limit Of Insurance
	\$ 1,000	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event
	OR	
	\$	Limit Of Insurance
	\$	Deductible For All Perils For Each Customer's Auto
	\$	Maximum Deductible For All Loss In Any One Event
		INCL

Specified Causes Of Loss	\$	Limit Of Insurance	
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Collision	\$ 600,000	Limit Of Insurance	INCL
	\$ 1,000	Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations		
2	Parking Garage 117 North James Street, Rome NY 13440		
Coverages	Limit Of Insurance And Deductible	Premium	
Comprehensive	\$ 600,000	Limit Of Insurance	INCL
	\$ 1,000	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$	Limit Of Insurance	
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	

Collision	\$ 600,000	Limit Of Insurance	INCL
	\$ 1,000	Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations		
3	Police Department Impound 112 E. Thomas Street, Rome NY 13440		
Coverages	Limit Of Insurance And Deductible		Premium
Comprehensive	\$ 100,000	Limit Of Insurance	INCL
	\$ 1,000	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR		
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$	Limit Of Insurance	
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR		
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Collision	\$ 100,000	Limit Of Insurance	INCL
	\$ 1,000	Deductible For Each Customer's Auto	

Total Garagekeepers Premium For All Locations	INCL
--	-------------

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

Direct Coverage Options

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

Excess Insurance

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

Primary Insurance

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

A. This endorsement provides only those coverages:

1. Where a Limit Of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

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

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

c. Collision Coverage

Caused by:

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

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

3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "garage operations".
- c. Your members, if you are a limited liability company, but only with respect to the conduct of your "garage operations". Your managers are also "insureds", but only with respect to their duties as your managers.
- d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

- e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing their duties related to the conduct of your "garage operations".

4. Coverage Extensions

The following applies as **Supplementary Payments**. We will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

C. Exclusions

1. This insurance does not apply to any of the following:
 - a. **Contractual**
Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.
 - b. **Theft**
"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.
 - c. **Defective Parts**
Defective parts or materials.

d. Faulty Work

Faulty "work you performed".

2. We will not pay for "loss" to any of the following:
 - a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".
 - b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.
 - c. Sound-receiving equipment designed for use as a citizens band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
 - d. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limits Of Insurance And Deductibles

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:
 - a. Collision; or

b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:

(1) Theft or mischief or vandalism; or

(2) All perils.

2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

a. Theft or mischief or vandalism; or

b. All perils.

3. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that part of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households who pay for services performed.

2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.

4. "Work you performed" includes:

a. Work that someone performed on your behalf; and

b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED AUTO DESIGNATION SYMBOL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

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

Named Insured: City of Rome
Endorsement Effective Date: 3/8/2024

Section I – Covered Autos in the Business Auto Coverage Form is amended by adding the following:

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols may be used (in addition to the numerical symbols described in the Coverage Form) to describe the "autos" that may be covered "autos". The entry of one of these symbols next to a coverage on the Declarations will designate the only "autos" that are covered "autos".

Symbol	Description Of Covered Auto Designation Symbol
10	= Physical damage coverage is automatically provided only for those "autos" you own that meet the requirements listed below: <ol style="list-style-type: none">1. "Auto" is shown in the Declarations as having physical damage coverage as of the effective date shown in the Declarations; or2.<ol style="list-style-type: none">a. "Auto" you newly acquire after the effective date shown in the Declarations; andb. "Auto" is of similar make, model and departmental usage as any "auto" that is currently covered under this policy for Physical Damage coverage; andc. "Auto" change is reported to us within 30 days after you acquire the "auto"; andd. Vehicle value is less than \$250,000.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.