



Public Entity Claim Reporting

As a leading public entity insurance program, Trident Public Risk Solutions (Trident) has partnered with Sedgwick to provide specialized claim handling and oversight. The claim management professionals at Sedgwick are experts in handling the unique risks faced by public entities. Trident and Sedgwick understand the types of claims faced by our clients and research cases thoroughly to help assure timely and fair resolution. Our objective is to provide services that will justify the trust you have shown by placing your business with Trident Public Risk Solutions.

To serve you most efficiently, please use the following rules as a guide:

Report a Claim 24/7

Phone (Toll-Free):
866-231-7512

Email:
9545argotrident@sedgwick.com

Fax:
844-928-3130

- All claims should be reported as soon as possible via an ACORD claim form in accordance with the policy conditions.
- Due to the limited time available to respond to a lawsuit, every effort should be made to provide a copy of the lawsuit within 24 hours of receipt by the insured.
- Any claim involving death or severe injuries (brain damage, paralysis, dismemberment, serious burns, amputations, and multiple fractures, permanent disabilities, or sexual molestation) must be reported as soon as you become aware of them.

Liability deductibles are important features of the insured's policy. Periodically, a billing invoice will be generated with supporting documentation for deductible amounts paid on behalf of the insured. Your assistance in ensuring prompt reimbursement for those deductible amounts is greatly appreciated.

We take claims seriously and consider communication the key to a successful relationship. Please feel free to contact your claim adjuster should you have any questions regarding this process or specific claims.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Notice of Insurance Information Practices

Argo Group US, Inc., and each of its subsidiaries (“Argo Group”) recognizes the importance of maintaining the privacy of our customers and their personal information. We take seriously the responsibility that accompanies our collection and use of your personal information. Argo Group protects the privacy and security of our customers and their personal information as required by applicable privacy and security laws.

This Notice of Insurance Information Practices (“Insurance Privacy Notice”) provides notice of our information practices to all applicants, policyholders, and where applicable claimants, in connection with our insurance transactions. It supplements the privacy and security provisions contained in Argo Group’s Global Privacy Notice (which is located at www.argolimited.com/privacy-policy).

This Insurance Privacy Notice applies to all companies and business produced or underwritten within Argo Group, and complies with the requirements of the Gramm-Leach-Bliley Act (GLBA), and any federal and state privacy and security laws and regulations applicable to insurance transactions. You are receiving this Insurance Privacy Notice with respect to your relationship with Argo Group* and one or more of the subsidiaries listed below.

Information Collection and Use

To conveniently and effectively provide and service the insurance products we sell, we may collect and use your personal information, including information that may be considered nonpublic personal information, under applicable privacy and security laws. This personal information may include identifiers, financial and insurance underwriting information, financial and account information, and information considered protected classifications under applicable privacy and security laws. More information on the specific personal information we may collect and how we might use it is available in our Global Privacy Notice referenced above.

Information Sharing and Disclosure

Applicable laws impose certain obligations upon third parties and organizations with which we share personal information. Accordingly, we prohibit the unauthorized disclosure of personal information, except as legally required or permitted.

Argo Group does not rent, sell or share your personal information with nonaffiliated third parties except that Argo Group may share personal information with nonaffiliated third parties to the extent necessary in furtherance of the applicable insurance transaction, including third party contractors. These third parties are prohibited from using the information for purposes other than performing services for Argo Group. Argo Group may disclose your information to third parties when obligated to do so by law and to investigate, prevent, or act regarding suspected or actual prohibited activities, including but not limited to fraud and situations involving the security of our operations and employees. In certain instances, you may share your information with a third party directly and that information may be subject to that party’s applicable security and privacy policies.

Finally, Argo Group may transfer your personal information to a successor entity in connection with a corporate merger, consolidation, sale of all or a portion of its assets, bankruptcy, or other corporate change.

Security

We implement technical and organizational security measures designed to secure and protect personal information. Please note, however, we cannot fully eliminate security risks associated with the storage and transmission of personal information.

To protect the confidentiality and integrity of your personal information, we limit access to personal information by only allowing authorized personnel to have access to such information. We maintain physical, electronic and procedural security protections to safeguard the nonpublic personal information in our records. Documents that contain an individual’s personal information are appropriately destroyed or deleted before disposal; Argo Group maintains security measures to protect the loss, misuse and alteration of the information under our control. Our hardware infrastructure is housed in a controlled access facility that restricts access to authorized individuals. The network infrastructure is protected by a firewall and traffic is monitored and logged on the firewall and servers. Sensitive administrative activities are carried out over secure, encrypted links between our offices and hosting

facility. Administrative access is limited to authorized employees including specific remote administration protocols and IP addresses. All employees with access to personal information have been advised of Argo Group's security policies and practices and receive regular training regarding these policies and practices.

Any Argo Group employee who becomes aware of the inappropriate use or disclosure of your nonpublic personal information is expected and required to immediately report such behavior to Argo Group's Data Protection Officer.

Contact Us

If you have any questions about this Insurance Privacy Notice, our Global Privacy Notice, or our privacy and security practices, please contact:

Data Protection Officer
privacy@argogroupus.com
Argo Group International Holdings Ltd.
P.O. Box 469011
San Antonio, TX 78246
800-470-7958

*Note: Argo Group is the parent of Argonaut Insurance Company; Argonaut-Midwest Insurance Company; Argonaut Great Central Insurance Company; ARIS Title Insurance Corporation; Colony Insurance Company; Colony Specialty Insurance Company; Peleus Insurance Company; Rockwood Casualty Insurance Company; Somerset Casualty Insurance Company; Central Insurance Management, Inc.; Alteris Insurance Services, Inc.; Trident Insurance Services, LLC; and Argonaut Management Services, Inc. This Privacy Policy applies to all companies and business produced or underwritten within Argo Group.

EXCLUSION – HIRED AUTO(S) LIABILITY ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsement attached to your policy.

This Notice provides information concerning the following change to your renewal policy being issued by us:

U1396 – EXCLUSION – HIRED AUTO(S) LIABILITY

This endorsement excludes liability arising out of a hired auto to the extent that:

- an exposure exists with respect to any hired auto; or
- liability is assumed under any insured contract for the maintenance, use or entrustment of any hired auto.

The attachment of this endorsement will result in a reduction in bodily injury and property damage liability coverage with respect to such exposures related to any hired auto.

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured City of Rome

Effective Date: 03/08/2024
12:01 A.M., Standard**Trident GC Package**

Form Name	Form Number
EXCLUSION - HIRED AUTO(S) LIABILITY - ADVISORY NOTICE TO POLICYHOLDERS	PHN0032-0223
SCHEDULE OF FORMS AND ENDORSEMENTS	FORM SCHED NY 0621
COMMON POLICY DECLARATIONS	FTZ: IL-DEC (07/00) NY
NEW YORK SIGNATURE PAGE	SIGAINYFTZ-0419
NEW YORK COMMON POLICY CONDITIONS	IL100NY-0315
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT	IL 00 23 07 02 TIS NY
NEW YORK CHANGES - FRAUD	IL 01 83 08 08
NEW YORK CHANGES – CALCULATION OF PREMIUM	IL 01 85 08 08
NEW YORK CHANGES CANCELLATION AND NONRENEWAL	IL 02 68 11 05 TIS
SOVEREIGN IMMUNITY NON-WAIVER ENDORSEMENT	IL101-0315
TWO OR MORE POLICIES OR COVERAGE PARTS OR COVERAGE FORMS	IL-102 (07/08) NY
NEW YORK CHANGES - CANCELLATION AND NONRENEWAL	IL-200 (11/05) NY
NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP	IL - 201 (09/07) NY
NEW YORK CHANGES - LEGAL ACTION AGAINST US	IL - 202 (09/07) NY
NEW YORK CHANGES - CALCULATION OF PREMIUM	IL - 203 (09/07) NY
ADDITIONAL EXCLUSIONS - POLLUTION AND ASBESTOS	IL-300 (01/02)
EXCLUSION - CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION	IL5001NY-0220
ECONOMIC AND TRADE SANCTIONS ENDORSEMENT	U1407-0723

Trident GC General Liability

Form Name	Form Number
COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS	GL-DEC (07/00)
COMMERCIAL GENERAL LIABILITY COVERAGE FORM	CG 00 01 07 98 TIS
CHANGES - PREMIUM AUDIT	CG 01 04 (04/97)
NEW YORK CHANGES - COMMERCIAL GENERAL LIABILITY FORM	CG 01 63 (09/99)
NEW YORK CHANGES – VOLUNTEER FIREFIGHTERS EXCLUSION	CG 01 66 01 96
EMPLOYMENT - RELATED PRACTICES EXCLUSION	CG 21 47 (07/98) TIS
EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE US	CG 21 75 01 15
EXCLUSION - (LIMITED) - FAILURE TO SUPPLY	CG 22 50 (11/88) TIS
NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP	CG 26 21 10 91
EMERGENCY MEDICAL TECHNICIANS, PARAMEDICS, AMBULANCE ATTENDANTS, AMBULANCE DRIVERS AND FIREFIGHTERS	GL-207 (07/00)
LIMITED POLLUTION LIABILITY COVERAGE	GL-210 (07/00)
GOVERNMENTAL SUBDIVISIONS	GL-215 (07/00)
NEW YORK - COVERAGE A-LIMITED COVERAGE FOR UNMANNED AIRCRAFT	GL230NY-0717
EMPLOYEE BENEFITS LIABILITY	GL-250 (07/00) NY
EXCLUSION - POLLUTION	GL-300 (07/00)
EXCLUSION - ASBESTOS	GL-301 (07/00)
EXCLUSION - DAMS, LEVEES, DIKES-COLLAPSE, FAILURE, DISCHARGE, RELEASE OR ESCAPE	GL-303 (07/00)

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured City of Rome

Effective Date: 03/08/2024
12:01 A.M., Standard

EXCLUSION - COVERAGE C - MEDICAL PAYMENTS	GL-310 (07/00)
360 ADDITIONAL COVERAGE MODIFICATIONS - PUBLIC ENTITY - COMMERCIAL GENERAL LIABILITY	GL-360 PE (09/07)
LIABILITY INSURANCE DEDUCTIBLE	GL-500 (07/00)
ADDITIONAL EXCLUSIONS	GL-PE-2 (01/01) NY
COMMUNICABLE DISEASE EXCLUSION	U018-0320

Trident GC Law Enforcement

Form Name	Form Number
LAW ENFORCEMENT LIABILITY COVERAGE PART DECLARATIONS (OCCURRENCE FORM)	LAW DEC-OCC (07/00)
LAW ENFORCEMENT LIABILITY COVERAGE PART (OCCURRENCE FORM)	LAW-CP-OCC (07/00)
LIABILITY INSURANCE AND CLAIMS EXPENSES DEDUCTIBLE	IL-501 (01/01) NY
NEW YORK CHANGES - LAW ENFORCEMENT LIABILITY	LAW200NY-0320
EXCLUSION-UNMANNED AIRCRAFT	LE103NY-1116

Trident GC Public Officials

Form Name	Form Number
PUBLIC OFFICIALS LIABILITY COVERAGE PART DECLARATIONS	PO-DEC-CM (07/00) NY.ERC
PUBLIC OFFICIALS LIABILITY COVERAGE PART (CLAIMS MADE FORM)	PO-CP-CM (07/08) NY
RETROACTIVE DATE - CLAIMS-MADE COVERAGE	IL-405 (01/02)
LIABILITY INSURANCE AND CLAIMS EXPENSES DEDUCTIBLE AND ACKNOWLEDGMENT (NEW YORK)	IL-502 NY (09/07)
FALSE LIEN EXPENSE ENDORSEMENT	PO0008-0614
NON-MONETARY DEFENSE LIMIT	PO0014-0320
DISCLOSURE NOTICE - NEW YORK - CLAIMS MADE PUBLIC OFFICIALS LIABILITY COVERAGE PART	PO-150 NY (07/08)
REVISED CONDITIONS OF DUTIES IN THE EVENT OF A CLAIM OR SUIT	PO-401 (12/06)
ADDITIONAL COVERAGE MODIFICATIONS - WAGES	PO-402 (12/06) NY
ADDITIONAL EXCLUSIONS	PO-PE-2 (07/00) NY

Trident GC Auto Liability

Form Name	Form Number
BUSINESS AUTO DECLARATIONS	CADS03NY-0921
SCHEDULE OF AUTOMOBILES	PF 70082.1 (06/89)
BUSINESS AUTO COVERAGE FORM	CA 00 01 10 13
NEW YORK 360 ADDITIONAL COVERAGE MODIFICATIONS - BUSINESS AUTO	CA360NY-0315
FIRE DISTRICTS OR DEPARTMENTS FREEZING COVERAGE	AG7102-0315
NEW YORK CHANGES IN BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS	CA 01 12 12 15
NEW YORK CHANGES - CANCELLATION	CA 02 25 08 14
DEDUCTIBLE LIABILITY COVERAGE	CA 03 02 10 13
LESSOR – ADDITIONAL INSURED AND LOSS PAYEE	CA 20 01 10 13
NEW YORK MOBILE EQUIPMENT	CA 20 24 08 14
NEW YORK MUTUAL AID ENDORSEMENT	CA 20 25 08 14
NEW YORK EMERGENCY SERVICES - VOLUNTEER FIREFIGHTERS' AND WORKERS' INJURIES EXCLUDED	CA 20 52 08 14

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured City of Rome

Effective Date: 03/08/2024
12:01 A.M., Standard

NEW YORK MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT	CA 22 32 11 13
ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)	CA 22 33 11 18
NEW YORK OPTIONAL BASIC ECONOMIC LOSS COVERAGE	CA 22 60 04 92
NEW YORK SUPPLEMENTARY UNINSURED-UNDERINSURED MOTORISTS ENDORSEMENT	CA 31 07 (10/13)
GOVERNMENTAL BODIES AMENDATORY ENDORSEMENT	CA 99 15 12 93
GARAGEKEEPERS COVERAGE	CA 99 37 10 13
COVERED AUTO DESIGNATION SYMBOL	CA9954NY-1013

Trident GC OCP1

Form Name	Form Number
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY DECLARATIONS	CG DS 02 (07/98) - WP
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM - COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR	CG 00 09 (07/98)
NEW YORK CHANGES - PREMIUM AUDIT	CG 01 05 (04/97)
NEW YORK CHANGES - OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM	CG 26 04 (09/99)
NEW YORK CHANGES – LEGAL ACTION AGAINST US	CG 26 24 08 92
NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP	CG 26 36 12 93
NEW YORK CHANGES - CANCELLATION AND NONRENEWAL	CG 28 67 (09/95)
NEW YORK CHANGES - LIMITS OF INSURANCE	CG 600 (07/01)
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT	IL 00 23 07 02 TIS NY

Trident GC Excess

Form Name	Form Number
COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS	FTZ: XS-DEC (07/00) NY rev
EXCESS FOLLOWING FORM - SCHEDULE OF UNDERLYING INSURANCE	XS-SCH 07 00 FTZ rev
COMMERCIAL EXCESS COVERAGE PART	FTZ: XS-CP (07/08) NY
EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES	AG CX 2135 0115
EXCLUSIONS	FTZ: XS-101 (04/07) NY
AMENDMENT - INSURING AGREEMENT	FTZ: XS-110 02 (04/10)
EXCLUSION - FALSE LIEN EXPENSE	FTZ: XS112-0614
NEW YORK - LIMITED COVERAGE FOR UNMANNED AIRCRAFT	FTZ: XS113NY-0717
EXCLUSION - CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION	XS5001NY-0220

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

COMMON POLICY DECLARATIONS

Policy No. PE-4633687-09

Renewal PE-4633687-08

1. NAMED INSURED AND MAILING ADDRESS

Argonaut Insurance Company

City of Rome

198 N Washington Street
Rome NY 13440

2. POLICY PERIOD

From 3/8/2024 To 3/8/2025

12:01 A.M. standard time at your mailing address
shown above.

3. BUSINESS DESCRIPTION Municipality

4. 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. This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment. The Policy Writing Minimum Premium is _____.

Commercial Property	N/A
Commercial Inland Marine	N/A
Commercial Crime	N/A
Commercial General Liability	\$160,905
Commercial Automobile	\$203,206
Law Enforcement Liability	\$66,152
Public Officials	\$39,198
Owners and Contractors Protection	\$200
Commercial Excess Liability	\$81,654
Total Policy Premium Payable At Inception	\$551,315

5. FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

NEW YORK SIGNATURE PAGE

IN WITNESS WHEREOF, the company issuing this policy has caused this policy to be signed by its President and its Secretary and countersigned (if required) on the Declarations page by a duly authorized representative of the company. This endorsement is executed by the company stated in the Declarations.

Argonaut Insurance Company



President



Secretary

NEW YORK COMMON POLICY CONDITIONS

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

A. Application

By acceptance of this policy, you agree that the statements in the application are true and correct representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between you and us or any of our representatives, in connection with this policy.

B. Calculation Of Premium

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

C. Cancellation

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

D. Changes

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

E. Examination Of Your Books And Records

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

F. Governmental Immunity

Because you are a public institution, you may be entitled to governmental immunity. This policy does not constitute a waiver of any governmental immunity to which you are entitled.

G. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform

the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

H. Premiums

The first Named Insured shown in the Declarations:

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

I. Transfer Of Your Rights And Duties Under This Policy

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

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

J. Unintentional Errors Or Omissions

Any error, misstatement or mistake in information given by you to us will not invalidate the insurance provided by this policy unless it was intentional. However, we are entitled to premium based upon the correct information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
LAW ENFORCEMENT OFFICIERS' LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – FRAUD

This endorsement modifies insurance provided under the following:

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

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

FRAUD

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

However, with respect to insurance provided under the **COMMERCIAL AUTOMOBILE COVERAGE PART**, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

- A.** For policies with fixed terms in excess of one year, or policies with no stated expiration date, except as provided in Paragraph **B.**, the following applies:
- The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal or continuation of this policy, we will compute the premium in accordance with our rates and rules then in effect.
- B.** For policies with fixed terms in excess of one year, where premium is computed and paid annually, the following applies:
- 1.** The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. Such rates and rules will be used to calculate the premium at each anniversary, for the entire term of the policy, unless the specific reasons described in Paragraph **2.** or **3.** apply.
 - 2.** The premium will be computed based on the rates and rules in effect on the anniversary date of the policy only when, subsequent to the inception of the current policy period, one or more of the following occurs:
 - a.** 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 that occurred subsequent to inception of the current policy period;
 - b.** A material physical change in the property insured, occurring after issuance or last anniversary renewal date of the policy, causes the property to become uninsurable in accordance with underwriting standards in effect at the time the policy was issued or last renewed; or
 - c.** A material change in the nature or extent of the risk, occurring after issuance or last anniversary renewal 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.
 - 3.** If, subsequent to the inception of the current policy period, the Limit of Insurance is increased, or Additional Coverages or Causes of Loss are insured, the rate and rules in effect at the time of the change will be applied to calculate the premium and will continue to apply to the change at subsequent anniversary dates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 1., 2., 3. and 5. of the Cancellation

Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.a.(2)** below.
- (2) 15 days before the effective date of cancellation if we cancel for any 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;
 - (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;

(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 that 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, that 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, that 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; or
- (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. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph **A.2.a.(2)** above, provided:

- (1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and
- (2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.

- 3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, 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. The following is added to the Cancellation Common Policy Condition:

- 7. If one of the reasons for cancellation in Paragraph **A.2.a.(2)** or **D.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph **C.3.** below.

2. Conditional Renewal

If we conditionally renew this policy subject to a:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Increased deductible;
- e. 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 increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:
 - (1) The expiration date; or
 - (2) The anniversary date if this is a continuous policy.
- b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

d. If we violate any of the provisions of Paragraph **C.3.a.**, **b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) 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.

(2) 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.

e. 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:

(1) Upon expiration of the 60 day period; or

(2) Notwithstanding the provisions in Paragraphs **d.(1)** and **d.(2)**, as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the policy.

f. 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 the policy has been replaced or is no longer desired.

D. The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:

1. Items **D.2.** and **D.3.** apply if this policy meets the following conditions:

a. The policy is issued or issued for delivery in New York State covering property located in this state; and

b. The policy insures:

(1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or

(2) For loss of or damage to personal property other than farm personal property or business property; or

(3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and

c. The portion of the annual premium attributable to the property and contingencies described in **1.b.** exceeds the portion applicable to other property and contingencies.

2. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Procedure And Reasons For Cancellation

a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. But if this policy:

(1) Has been in effect for more than 60 days; or

(2) Is a renewal of a policy we issued: we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(2) Conviction of a crime arising out of acts increasing the risk of loss;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;

(4) Discovery of willful or reckless acts or omissions increasing the risk of loss;

(5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:

- (a) Issued the policy; or
- (b) Last voluntarily renewed the policy;

(6) The Superintendent of Insurance's determination that continuing the policy would violate Chapter 28 of the Insurance Law; or

(7) Required pursuant to a determination by the Superintendent of Insurance that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

- (1) The policy limits be changed; or
- (2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. Nonrenewal

If, as allowed by the laws of New York State, we:

- (1) Do not renew this policy; or
- (2) Condition policy renewal upon:
 - (a) Change of limits; or
 - (b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

- (a) At least 45 days; but

- (b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following is added to the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

When the property is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

- 1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.
- 2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in **E.1.** and **E.2.** above supersede any contrary provisions in this policy including this endorsement.

If the notice in **E.1.** or **E.2.** above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

F. The following applies to the Commercial Property Coverage Part, the Farm Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

Paragraphs **f.** and **g.** of the **Mortgageholders** Condition are replaced by the following:

f. Cancellation

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

- (b) 30 days before the effective date of cancellation if we cancel for any other reason.
- (2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:
 - (a) The effective date of cancellation of the insured's coverage; or
 - (b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

- (1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.
- (2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:
 - (a) The expiration date of the policy; or
 - (b) 10 days after we give notice to the mortgageholder.

- G.** The following provisions apply when the following are made a part of this policy:
- Commercial General Liability Coverage Part
 - Employment-Related Practices Liability Coverage Part
 - Farm Liability Coverage Form
 - Liquor Liability Coverage Part
 - Products/Completed Operations Liability Coverage Part

- 1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.
- 2. The last sentence of Limits Of Insurance 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.

SOVEREIGN IMMUNITY NON-WAIVER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

We will not pay for any "loss", "occurrence", "accident", "wrongful act", "wrongful employment act", claim or suit for which any insured would otherwise have an exemption or have no liability because of sovereign immunity, any governmental tort claims act or laws, or any other state or federal law. Nothing in this policy, coverage part or coverage form waives sovereign immunity for any insured.

The limit of liability of any policy(ies), coverage part(s) or coverage form(s) issued by us, either individually, in conjunction with each other or in conjunction with other policy(ies), coverage part(s) or coverage form(s) of other companies, do not, in any manner, waive the limits of liability established in any governmental tort claim act applicable to any "loss", "occurrence", "accident", "wrongful act", "wrongful employment act", claim or suit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE POLICIES OR COVERAGE PARTS OR COVERAGE FORMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby agreed and understood that if this and any other policy, coverage part, coverage form or endorsement issued to any insured by Argonaut Great Central Insurance Company, Argonaut Insurance Company or any company affiliated with Argonaut Group, Inc. apply to the same "occurrence", "offense", "accident", "wrongful act", claim or suit the aggregate maximum limit of insurance under all the policy(ies), coverage part(s), coverage form(s) or endorsement(s) shall not exceed the highest applicable limit of insurance under any one policy, coverage part, coverage form or endorsement. The deductible applicable to any such "occurrence", "offense", "accident", "wrongful act", claim or suit will be the deductible applicable, if any, to such policy, coverage part, coverage form or endorsement which has the lowest applicable deductible.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW YORK CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART

A. Paragraphs **1.**, **2.**, **3.** and **5.** of the Cancellation Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.a.(2)** below.

(2) 15 days before the effective date of cancellation if we cancel for any 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;

(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;

(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 that 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, that 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, that 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; or

(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. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph **A.2.a.(2)** above, provided:

(1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and

(2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, 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. The following is added to the Cancellation Common Policy Condition:

7. If one of the reasons for cancellation in Paragraph **A.2.a.(2)** or **D.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph C.3. below.

2. Conditional Renewal

If we conditionally renew this policy subject to a:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Increased deductible;
- e. 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 increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:
 - (1) The expiration date; or
 - (2) The anniversary date if this is a continuous policy.
- b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

d. If we violate any of the provisions of Paragraph **C.3.a.**, **b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) 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.

(2) 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.

e. 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:

(1) Upon expiration of the 60 day period; or

(2) Notwithstanding the provisions in Paragraphs d.(1) and **d.(2)**, as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the policy.

f. 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 the policy has been replaced or is no longer desired.

E. The following provisions apply and are made a part of this policy:

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with paragraph **C.3.d.** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART

The following Condition is added to the Conditions section:

Transfer of Duties When a Limit of Insurance Is Used Up

a. If we conclude that, based upon “occurrences”, “offenses”, “wrongful acts”, claims or suits which have been reported to us and to which this insurance may apply, the Annual Aggregate Limit is likely to be used up in the payment of judgements or settlements, we will notify the first Named Insured, in writing, to that effect.

b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgements or settlements:

(1) We will notify the first Named Insured, in writing, as soon as practicable, that:

(a) Such a limit has actually been used up; and

(b) Our duty to defend suits seeking damages subject to that limit has also ended.

(2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and suits seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and suits.

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or suit seeking damages that would have been subject to that limit, had it not been used up, if the claim or suit is reported to us after that limit of insurance has been used up.

(3) The first Named Insured, and any other insured involved in a suit seeking damages subject to that limit, must arrange for the defense of such suit within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such suit must be made as soon as practicable.

c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

- (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
 - (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.
- d. The exhaustion of any limit of insurance by the payments of judgements or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART

The LEGAL ACTION AGAINST US Condition is replaced by the following:

LEGAL ACTION AGAINST US

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgement against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART

- A.** For policies with fixed terms in excess of one year, or policies with no stated expiration date, except as provided in paragraph **B.**, the following applies:

The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal or continuation of this policy, we will compute the premium in accordance with our rates and rules then in effect.

- B.** For policies with fixed terms in excess of one year, where premium is computed and paid annually, the following applies:

- 1.** The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. Such rates and rules will be used to calculate the premium at each anniversary, for the entire term of the policy, unless the specific reasons described in paragraphs **2.** or **3.** apply.
- 2.** The premium will be computed based on the rates and rules in effect on the anniversary date of the policy only when, subsequent to the inception of the current policy period, one or more of the following occurs:
 - a.** 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 that occurred subsequent to inception of the current policy period;
 - b.** A material physical change in the property insured, occurring after issuance or last anniversary renewal date of the policy, causes the property to become uninsurable in accordance with underwriting standards in effect at the time the policy was issued or last renewed; or
 - c.** A material change in the nature or extent of the risk, occurring after issuance or last anniversary renewal 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.
- 3.** If, subsequent to the inception of the current policy period, the Limit of Insurance is increased, or Additional Coverages or Causes of Loss are insured, the rate and rules in effect at the time of the change will be applied to calculate the premium and will continue to apply to the change at subsequent anniversary dates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS - POLLUTION AND ASBESTOS

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART

The following Exclusions are added to **B. Exclusions** of **SECTION 1 – COVERAGES**:

ASBESTOS:

1. “Bodily injury,” “personal injury”, “property damage” or “wrongful act” arising out of the actual, alleged or threatened exposure to asbestos; or
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, remove or contain, or in any way respond to, or assess the effects of asbestos; or
 - b. Claim or “suit” by or on behalf of any person, organization or governmental authority for damages because of testing for, monitoring, cleaning up or removing, containing, or in any way responding to, or assessing the effects of asbestos.

POLLUTION:

1. “Bodily injury”, “property damage” or “wrongful act” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order 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
 - b. Claim or “suit” by or on behalf of any person, organization or 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.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART

- A. The exclusion below is added for all coverages, with the exception of any Medical Payments coverage, and replaces the existing **Electronic Data** exclusion under Paragraph 2. **Exclusions** in the following Coverage Part:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

Cyber Injury, Electronic Data, And Confidential Or Personal Information

Damages, loss, costs and expenses, including all fines and penalties, arising out of:

- (1) "Cyber injury";
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";
- (3) Any access to, or loss, destruction, disclosure, disruption, inspection, modification, recording, release, review, use, collection, processing, or storage of, any person's or organization's confidential or "personal information", including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, biometric or health information or any other type of nonpublic information; or
- (4) Any claim, "suit", or other legal proceeding, administrative action or hearing arising out of Paragraphs (1) through (3) above, including but not limited to those initiated prior to, or pending as of, the inception date of this policy.

- B. The following definitions are added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Cyber injury" means any actual, alleged or suspected, intentional or unintentional, breach of or unauthorized access to any data, software, hardware, or computer system, wherever located, that results in:

- a. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- b. Inability to access any website or any computer system;

- c. Release, introduction, transmission or facilitation of any "malicious code";
- d. Forensic or investigative expenses;
- e. Extortion;
- f. "Certified acts of terrorism", unless you have elected to purchase terrorism coverage;
- g. Monitoring or notification costs or expenses;
- h. Crisis management or public relations expenses;
- i. Data or system recovery, repair, replacement or restoration expenses;
- j. Business interruption-related losses or expenses; or
- k. Losses arising out of fraudulent instructions transmitted by electronic means, including through social engineering.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Malicious code" means, but is not limited to, any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software program.

"Personal information" means any personally identifying information or data about an individual, as defined by foreign, federal, state or local laws, statutes or regulations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under all coverages included in this policy.

The exclusion below is added and supersedes any provision to the contrary:

Economic And Trade Sanctions

The insurer shall not be deemed to provide coverage or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. PE-4633687-09

Renewal PE-4633687-08

NAMED INSURED:

City of Rome
198 N Washington Street
Rome, NY 13440

ITEM 1. POLICY PERIOD:

FROM: 3/8/2024
12:01 A.M. standard time at your mailing address shown above.

TO: 3/8/2025

ITEM 2. LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	\$3,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$3,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$100,000
EMPLOYEE BENEFITS	\$1,000,000
MEDICAL PAYMENTS (Any One Person)	Excluded

ITEM 3. RETROACTIVE DATE (if applicable): N/A

ITEM 4. FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

ITEM 5. TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART: \$160,905

COMMERCIAL GENERAL LIABILITY 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, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) 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. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

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

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) 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

(b) 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance ; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of any insured;
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

(9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section; or

(10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

(1) Request, demand or order 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) 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".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2)** Provides us with written authorization to:
- (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a.** We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b.** The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:
 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, 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.

- 2.** Each of the following is also an insured:
 - a.** Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1)** "Bodily injury" or "personal and advertising injury":
 - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(1)(a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services.
 - (2)** "Property damage" to property:
 - (a)** Owned, occupied or used by,
 - (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b.** Any person (other than your "employee"), or any organization while acting as your real estate manager.
 - c.** Any person or organization having proper temporary custody of your property if you die, but only:
 - (1)** With respect to liability arising out of the maintenance or use of that property; and
 - (2)** Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. 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 party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) 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;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "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".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "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 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 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 and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean 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.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

- (c) 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.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages 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 are claimed and to which the insured submits with our consent.

19. "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.

20. "Your product" means:

- a.** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1)** You;
 - (2)** Others trading under your name; or
 - (3)** A person or organization whose business or assets you have acquired; and
- b.** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a.** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b.** The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

21. "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:

- a.** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b.** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **b.** of the **Premium Audit** Condition (**Section IV**) is replaced by the following:

5. Premium Audit

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. 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. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1500. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

B. Except as provided in Paragraph **A.** above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1. Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b.** This insurance applies to "bodily injury" and "property damage" only if:

- (1)** The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2)** The "bodily injury" or "property damage" occurs during the policy period; and

- (3)** Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c.** "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d.** "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1)** Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2)** Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

B. Paragraph 1.a. of **Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A** and **B** or medical expenses under **Coverage C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - Coverages A and B**.

C. The following is added as Paragraph e. to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition (Paragraph 2. of **Section IV - Commercial General Liability Conditions**):

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. The definition of "loading or unloading" in the **Definitions** Section does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – VOLUNTEER FIREFIGHTERS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" to any volunteer firefighter who is performing any duty or activity that is described in subdivision 1 of Section 5 of the New York Volunteer Firefighters' Benefit Law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1)** A person arising out of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

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.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1)** A person arising out of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FAILURE TO SUPPLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam.

This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance Is Used Up.

a. If we conclude that, based on "occurrences," offenses, claims or "suits" which have been reported to us and to which this insurance may apply, the:

- (1) General Aggregate Limit (other than the Products/Completed Operations Aggregate Limit);
- (2) Products/Completed Operations Aggregate Limit;
- (3) Personal and Advertising Injury Limit;
- (4) Each Occurrence Limit; or
- (5) Fire Damage Limit

is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:

- (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.
- (2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

(3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

- (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
- (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.

d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMERGENCY MEDICAL TECHNICIANS, PARAMEDICS, AMBULANCE
ATTENDANTS, AMBULANCE DRIVERS AND FIREFIGHTERS
(Including Good Samaritan Coverage)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Item **2.a.** of **SECTION II - WHO IS AN INSURED:**

- (3)** "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services except licensed emergency medical technicians, paramedics, ambulance attendants, ambulance drivers or firefighters but only for acts within the scope of their emergency duties for you or while acting as a Good Samaritan independently of their activities as your employees or volunteers but only when they encounter the scene of an emergency requiring such action. In no event will a person who responds to the scene of an emergency with or for any other emergency organization or any governmental entity other than the named insured, be an insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WITH RESPECT TO THE DESIGNATED PREMISE(S), OPERATION(S) OR PRODUCT(S) LISTED IN THE SCHEDULE BELOW AND SUBJECT TO ALL OTHER TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN THE POLICY AND IN THIS ENDORSEMENT, (PARAGRAPH (1) OF EXCLUSION F. OF SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY) - DOES NOT APPLY.

SCHEDULE OF DESIGNATED PREMISE(S), OPERATION(S) OR PRODUCT(S)

- The application of pesticides or herbicides by licensed or certified employees of the named insured in accordance with all local, state and federal guidelines and regulations.
- The introduction by you into water of chemicals for the sole purpose of purifying or treating such water.
- The reverse flow of sewage from within any sewage facility that you own, operate or maintain; or the escape of sewage from any fixed conduit that you own, operate or maintain, but only if the escape occurs away from land you own or lease.

However, this exception is limited to property damage to a building and contents. It does not apply to any property damage to the extent it is increased by, or would not have occurred but for, the presence in such sewage of material that is:

- a. Radioactive;
- b. toxic;
- c. caustic; or
- d. corrosive.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL SUBDIVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION V – DEFINITIONS, Item 12. "Mobile equipment", paragraph **b.** is replaced with the following:

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

- b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK – COVERAGE A – LIMITED COVERAGE FOR UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operation(s) Or Project(s)	
<i>Unmanned aircraft owned by the named insured. Coverage provided by this endorsement is excess over any other collectible insurance. We will have no duty to defend the insured against any "suit" or claim for "damages" if any other insurer has the duty to defend the insured against that "suit".</i>	
Limit Of Insurance	
Coverage A – Unmanned Aircraft Liability Aggregate Limit:	\$25,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Solely with respect to coverage afforded by this endorsement, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement** is amended by the addition of the following:

The insurance provided by this endorsement applies to "bodily injury" or "property damage" only if:

1. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
2. The "bodily injury" or "property damage" occurs during the policy period;
3. The "bodily injury" or "property damage" results from the ownership, maintenance, use or entrustment to others of an "unmanned aircraft". Use includes operation and "loading or unloading";
4. The "unmanned aircraft":
 - a. Weight does not exceed 55 pounds;
 - b. Is used in the course of and only for the operation(s) or project(s) described in the SCHEDULE above;
 - c. Is operated only during daylight;
 - d. Is airworthy at the commencement of each flight as determined by the remote pilot in command;
 - e. Remains within visual line-of-sight of the remote pilot in command and the person manipulating the flight controls or the visual observer; and
 - f. Maintains a max groundspeed of no more than 100 mph;
5. You comply with any law, regulation or order of any government or government appointed authority applicable to the airspace in which the "unmanned aircraft" operates, including but not limited to, air navigation and airworthiness orders and requirements, flight regulations and navigation requirements;
6. You obtain and maintain all certifications and/or licenses and/or permits to fly the "unmanned aircraft"; and

7. You comply with all manufacturer recommendations and guidelines in operating and maintaining the "unmanned aircraft".

B. SECTION I – COVERAGE, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft is amended by the addition of the following:

This exclusion does not apply to "unmanned aircraft".

C. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERSITING INJURY LIABILITY, 2. Exclusions is amended by the addition of the following:

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

D. SECTION III – LIMITS OF INSURANCE is amended by the addition of the following:

Subject to Paragraph 2. or 3. of **SECTION III – LIMITS OF INSURANCE**, whichever applies, the Coverage A – Unmanned Aircraft Liability Aggregate Limit shown in the SCHEDULE above is the most we will pay for the sum of:

1. Damages under Coverage A; and
2. Medical expense under Coverage C;

because of all "bodily injury" and "property damage" arising out of the ownership, maintenance, use or entrustment to others of an "unmanned aircraft".

E. The DEFINITIONS Section is amended by the addition of the following:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

INSURING AGREEMENTS

1. Coverages

- a. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages on account of any claims made against the insured by any employee, former employee or the beneficiaries or legal representatives thereof, and caused by the negligent act, error or omission of the insured or any other person for whose acts the insured is legally liable, which occurs during the policy period, in the administration of the insured's employee benefits program as defined herein.
- b. It is agreed that \$1,000 shall be deducted from the total amount paid by the Company as the result of each occurrence covered by this policy and the Company shall be liable for loss only in excess of such amount. All loss arising out of continuous or repeated exposure to the same general conditions shall be considered as arising out of one occurrence. It is further understood and agreed that in the event of any claim, irrespective of the amount, notice thereof shall be given to the Company, or any of its authorized agents, by or on behalf of the insured, in accordance with the terms of the policy and the Company may, at its option, investigate such claims or negotiate or settle any claim. If the Company undertakes to negotiate or settle any such claim, the insured agrees to join the company in such negotiation or settlement to the extent of the amount to be deducted herein provided, or to reimburse the Company for such deductible amount, if and when such a claim is paid by the Company.
- c. The DEFENSE, SETTLEMENT and SUPPLEMENTARY PAYMENTS provisions of the policy shall apply as respects the insurance hereby afforded.
- d. TERRITORY: As respects the insurance hereby afforded this endorsement applies only to claims under the legal jurisdiction of a court of law or a court of equity with the United States of America, its territories or possessions or Canada.

DEFINITIONS

- 1. **Insured:** The unqualified word "insured" wherever used in relation to the insurance afforded hereby, includes not only the named insured but also any partner, executive officer, director, stockholder or employee, provided such employee is authorized to act in the administration of the insured's employee benefit programs.
- 2. **Employee Benefits:** The term "employee benefits" shall mean group life insurance, group health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance.
- 3. **Administration:** As respects the insurance afforded hereby, the unqualified word "administration" wherever used shall mean:
 - a. giving counsel to employees, other than legal counsel, with respect to the employee benefits programs;
 - b. interpreting the employee benefit programs;
 - c. handling of records in connection with the employee benefit programs;
 - d. effecting enrollment, termination or cancellation of employees under the employee benefit programs;provided all such acts are authorized by the named insured.

EXCLUSIONS

The insurance afforded by this endorsement does not apply to:

- 1. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
- 2. Bodily injury to, or sickness, disease or death, of any person, or injury to or destruction of any tangible property, including the loss of use thereof;
- 3. Any claim for failure of performance of contract by an insurer;

4. Any claim based upon the insured's failure to comply with any law concerning Workers Compensation, Unemployment Insurance, Social Security or Disability Benefits;
5. Any claim based upon failure of stock to perform as represented by an insured;
6. Any claim based upon advice given by an insured to an employee of the named insured to participate or not to participate in stock subscription plans;
7. Any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974 or the Consolidated Omnibus Budget Reconciliation Act of 1986.

CONDITIONS

The conditions of the policy entitled "Insured's Duties in the Event of Occurrence, Claim or Suit", "Action Against Company", "Other Insurance", "Subrogation", "Changes", "Assignment" and "Cancellation" apply to the insurance afforded hereby and the following Conditions apply:

1. **LIMITS OF LIABILITY:** The limit of liability stated in the Declarations as applicable to "each occurrence" is the limit of the company's liability for all damages incurred on account of any claim covered hereunder. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.
2. **TERMS OF ENDORSEMENT CONFORMED TO STATUTE:** Terms of this endorsement which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform with such statutes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - POLLUTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under paragraph 2., **Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of SECTION I- COVERAGES** is replaced by the following:

f. Pollution

- (1)** “Bodily injury” or “property damage” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand or order 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
 - (b)** Claim or “suit” by or on behalf of any person, organization or 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.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

- 1.** “Bodily injury,” “personal injury” or “property damage” arising out of the actual, alleged or threatened exposure to asbestos; or
- 2.** Any loss, cost or expense arising out of any:
 - a.** Request, demand or order that any insured or others test for, monitor, clean up, remove or contain, or in any way respond to, or assess the effects of asbestos; or
 - b.** Claim or “suit” by or on behalf of any person, organization or governmental authority for damages because of testing for, monitoring, cleaning up or removing, containing, or in any way responding to, or assessing the effects of asbestos.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - DAMS, LEVEES, DIKES -
COLLAPSE, FAILURE, DISCHARGE, RELEASE OR ESCAPE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim made by anyone arising out of:

- a.** the collapse or failure of any dam, levee and/or dike designated below, or
- b.** the discharge, release or escape of water from any dam, levee or dike designated below.

Name of dam(s): Rome City Dam (Boyd Dam)

Location of dam(s): East Branch Fish Creek, City of Rome, Lewis County, NY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COVERAGE C - MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage C. MEDICAL PAYMENTS (Section I) does not apply and none of the references to it in the Coverage Part apply.

360© ADDITIONAL COVERAGE MODIFICATIONS
PUBLIC ENTITY - Commercial General Liability

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
Additional Insureds by Written Contract, Agreement or Permit	Included	4
Amendment of Personal & Advertising Injury	Included	3
Broadened Definition of Who Is An Insured	Included	4
Broadened Insured Contract Definition	Included	5
Chartered Aircraft	Included	2
Damage To Premises Rented To You	Included	2
Extended Property Damage	Included	5
Method of Sharing	Included	5
Newly Acquired Organizations	Included	4
Non-Audit Provision	Included	6
Property Damage Liability – Elevators & Sidetrack Agreements	Included	2
Supplementary Payments		
Bail Bonds	\$2,500	4
Daily Loss of Earnings	\$1,000	4
Watercraft Liability	Included	2
Worldwide Coverage Territory	Included	6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

360© - ADDITIONAL COVERAGE MODIFICATIONS

Commercial General Liability

PUBLIC ENTITY

The following modifies insurance provided under the Commercial General Liability Coverage Part:

1. WATERCRAFT

The following replaces item 2. g. (2) of SECTION I -COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) Any watercraft you own, use or rent that is not being used to carry persons or property for a charge;

2. CHARTERED AIRCRAFT

The following is added to Exclusion 2. g. under SECTION I - COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (6) An aircraft chartered with crew.

3. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

The following is added under SECTION I -COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- A. 2. Exclusions j. (3), (4) and (6) do not apply to the use of elevators.
- B. Exclusion k. does not apply to:
 - a. The use of elevators; or
 - b. Liability assumed under a sidetrack agreement

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance is changed accordingly.

4. DAMAGE TO PREMISES RENTED TO YOU LIABILITY

- 1. The last paragraph of 2. EXCLUSIONS, SECTION I – COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced with the following:

Exclusion c. through n. do not apply to damage by fire, lightning, explosion, smoke, water or leakage or discharge from an automatic fire protection or extinguishing system to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III-LIMITS OF INSURANCE.

2. Paragraph 6. of SECTION III - LIMITS OF INSURANCE is replaced by the following:
 6. Subject to 5. above, the Damage To Premises Rented To You Limit of \$100,000 is the most we will pay for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, smoke, water, or leakage or discharge from an automatic fire protection or extinguishing system or any combination thereof. Subject to the Damage to Premises Rented To You Limit, the most we will pay to refill or recharge an automatic fire protection or extinguishing system is \$2,500.
3. Paragraph 4. b. (2), first instance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (2) That is insurance for fire, lightning, explosion, smoke, water, or leakage or discharge from an automatic fire protection or extinguishing system for premises while rented to you or temporarily occupied by you with permission of the owner.

5. PERSONAL AND ADVERTISING INJURY

1. Under SECTION I - COVERAGES - COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY 2. Exclusions a.(1) and a.(2) are deleted and replaced with the following:
 - a. (1) Arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - a. (2) Arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;
2. SECTION V - DEFINITIONS, item 1. "Advertising injury", is deleted and replaced with the following:
 1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
3. SECTION V - DEFINITIONS, 14. "Personal injury", item d. is deleted and replaced by the following:
 - d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.

6. SUPPLEMENTARY PAYMENTS

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is revised as follows:

1. In paragraph 2., the limit of \$250 for bail bonds is increased to \$2,500.

2. In paragraph 4., the limit of \$250 for daily loss of earnings is increased to \$1,000.

7. ADDITIONAL INSUREDS

The following are added to paragraph 2. of SECTION II - WHO IS AN INSURED but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business:

- e. Any member of the governing body of the named insured.
- f. Any boards, commissions or councils of the named insured and their members.
- g. Any elected or appointed officer of the named insured.
- h. Any authorized volunteer of the named insured.

8. NEWLY ACQUIRED ORGANIZATIONS

Under SECTION II - WHO IS AN INSURED, paragraph 4. is deleted and replaced with the following:

4. If you are an organization other than a partnership or joint venture, any organization you newly acquire or form over which you exercise controlling interest and actively manage and to which no other similar insurance is available will be deemed to be a named insured.
 - a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - b. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

9. ADDITIONAL INSUREDS BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

The following is added to SECTION II - WHO IS AN INSURED:

5. Subject to all the terms, conditions and exclusions contained within this policy, an insured is any person or organization with whom you agreed, because of a written contract, written agreement or permit, to provide insurance.
 - a. The above applies only with respect to "your work," "your product" or premises owned or used by you.
 - b. The above does not apply unless the written contract, or written agreement has been executed or permit issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
 - c. The Limits of Insurance applicable to the additional insured are those specified in the written contract, written agreement or permit or in the Declarations for this policy, whichever are less. The Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. BROADENED INSURED CONTRACT DEFINITION

The following changes are made to paragraph 9. "Insured Contract" of SECTION V – DEFINITIONS:

1. Item c. is replaced with the following:
 - c. Any easement or license agreement;
2. Item d. is deleted.

11. EXTENDED BODILY INJURY AND PROPERTY DAMAGE

Exclusion a. of SECTION I – COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

- a. Expected or Intended Injury
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

12. METHOD OF SHARING

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. c. Method of Sharing:

In any case in which the named insured has entered into an agreement with another party, whereby such other party has undertaken to provide liability insurance to the named insured, the liability coverage furnished herein shall be excess over any valid and collectible insurance (whether primary, excess, contingent or on any other basis) that has been provided for the benefit of the named insured, except, insurance specifically arranged to be excess of this policy.

When this insurance is excess by reason of the foregoing, we will have no duty to defend any claim or suit that such other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

13. NON AUDIT PROVISION

Unless required by state law Paragraph 5. Premium Audit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

14. WORLDWIDE COVERAGE TERRITORY

The definition of "coverage territory" of SECTION V – DEFINITIONS is replaced by the following:

"Coverage territory" means anywhere in the world.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY INSURANCE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Amount and Basis of Deductible

Per Claimant
\$100,000 Per Occurrence or Offense

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement.):

The following is added to Item **1. Insuring Agreement** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, SECTION I:**

DEDUCTIBLE

The damages caused in any one occurrence or offense which would otherwise be payable under this insurance will be reduced by the deductible shown in the schedule above prior to the application of the LIMITS OF INSURANCE provision. To settle any claim or suit we may pay all or any part of any deductible stated in this policy. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

Should the company find it necessary to file suit seeking recovery for amounts paid by it with regard to a deductible which is to be reimbursed by you, it is herein agreed that you are responsible for all costs of collection, including reasonable attorney's fees and interest on the amount in question in the full amount allowed by law.

You may select a deductible amount on either a per claimant or a per occurrence or offense basis. The deductible amount stated in the Schedule above applies as follows:

A. Per Claimant Basis – If the deductible is on a per claimant basis, the deductible amount applies to all damages because of “bodily injury”, “property damage”, “personal injury” and “advertising injury” sustained by each claimant as a result of any one occurrence or offense.

B. Per Occurrence or Offense Basis – If the deductible is on a per occurrence or offense basis, the deductible amount applies to all damages because of “bodily injury”, “property damage”, “personal injury” and “advertising injury” as the result of any one occurrence or offense regardless of the number of persons or organizations who sustain damages because of that occurrence or offense.

1. The terms of this insurance, including those with respect to:

A. Our right and duty to defend any suits seeking those damages; and

B. Your duties in the event of an occurrence, offense, claim or suit

apply irrespective of the application of the deductible amount.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If excluded below, no coverage applies for any claim involving any:

EXCLUSION APPLIES	EXCLUSION DOES NOT APPLY	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Firework Display or Exhibition;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Ski Facility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Aircraft, Airfield, Runway, Hangar, Terminal or other property in connection with aviation activities;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Medical Clinic;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Hospital, Nursing Home or other type of medical facility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Public Housing Project or Authority;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Public Gas Utility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Public Water Utility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Public Electric Utility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. Public School District or System;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	11. Activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12. Jail, Penal Institution or similar type facility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	13. Impairment, deprivation or destruction of property, including loss of use thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Waterslide;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	15. Organized or sponsored racing or stunting involving wheeled vehicles including skateboards and roller skating;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	16. Circus, amusement park or traveling enterprise offering amusement;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17. Personal Injury to public officials;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	18. Day Care, Day Camp, Nursery or similar facility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	19. Public Transportation System, including but not limited to transport, operations and premises;

**EXCLUSION
APPLIES**

**EXCLUSION DOES
NOT APPLY**

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. Rodeo; |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21. Dams over 25 feet in height or any Levees, Dikes; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. Golf Course; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 23. Professional Services provided by any Doctors, Lawyers, Engineers or Architects; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 24. Fire District or Department; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 25. Emergency Medical Service; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 26. Landfill, Dump, Refuse Site or Incinerator; |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of both Section I – **Coverage A – Bodily Injury And Property Damage Liability** and Section II – **Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a "communicable disease";
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

B. For the purposes of this exclusion, the **Definitions** section is amended by the addition of the following:

"Communicable disease" means an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

LAW ENFORCEMENT LIABILITY COVERAGE PART DECLARATIONS

Policy No. LE-4633687-09

Renewal LE-4633687-08

NAMED INSURED:

City of Rome
198 N Washington Street
Rome, NY 13440

ITEM 1: POLICY PERIOD:

POLICY COVERS **FROM:** 3/8/2024 **TO:** 3/8/2025
12:01 A.M. standard time at your mailing address shown above.

ITEM 2: LIABILITY LIMIT:

EACH WRONGFUL ACT	\$1,000,000
ANNUAL AGGREGATE	\$3,000,000

ITEM 3: FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

ITEM 4: ANNUAL PREMIUM \$66,152

Law Enforcement Liability Coverage Part

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

INTRODUCTION

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, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (**Section II**).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (**Section V**).

SECTION I - COVERAGES

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from a "wrongful act" to which this insurance applies that is committed during the course and scope of "law enforcement activities", or which arise out of your ownership, maintenance or use of premises for the purpose of conducting "law enforcement activities".
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result. However:
 - a. The amount we will pay for "damages" is limited as described in LIMITS OF INSURANCE (**Section III**); and
 - b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. C.)**.

3. This insurance applies to "damages" arising out of a "wrongful act" only if the "wrongful act" was first committed or allegedly first committed:
 - a. By an insured in the course of his or her "law enforcement activities" and
 - b. During the policy period.

This insurance applies to "damages" arising out of a "wrongful act" committed anywhere in the world.

B. Exclusions

This insurance does not apply to:

1. A claim against any insured flowing from or originating out of the ownership, maintenance, operation, use, loading, unloading or negligent entrustment to others of:
 - a. Any "auto" or aircraft you own, operate, rent or borrow.
 - b. Any other "auto" or aircraft operated by your employee.

This exclusion also applies to a claim against any insured flowing from or originating out of acts, omissions, policies or procedures related to any "auto" or aircraft used in the apprehension of violators or suspected violators. This includes the training, supervision and recruitment of personnel executing or directing such operations.
2. Any act, error or omission which is dishonest, fraudulent or criminal.
3.
 - a. Anyone in the liquor business against liabilities for violation of any law or regulation concerning alcoholic beverages. This includes those in the business of manufacturing, distributing, selling or serving alcoholic beverages.
 - b. Claims for violation of any alcoholic beverage law brought against any insured who allows

premises they own or rent to be used by people in the liquor business.

4. Damage to property you own, rent, control, occupy or use.
5. Any obligations that you or your insurance companies have under worker's compensation, employer's liability, unemployment compensation, disability benefits or similar laws.
6. A claim against any insured flowing from or originating out of the claimant's employment or application for employment by you.
7. A claim against any insured flowing from or originating out of breach of contract, or liability assumed under any contract or agreement except mutual law enforcement assistance agreements between political subdivisions.
8. A claim against any insured flowing from or originating out of a war (declared or undeclared), invasion, insurrection, rebellion, revolution, civil war, or seizure of power.
9. Injury to any of your authorized volunteers.
10. Any claim for injunctive, declaratory or equitable relief and costs inclusive of any attorneys fees arising therefrom.

C. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. Up to \$300 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. All court costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the

part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

You are an insured.

Each of the following is an insured but only for acts that were both within the scope of his or her duties for you, and motivated, at least in part, by a purpose to serve you:

1. Any member of the governing body of the named insured.
2. Any boards, commissions and councils of the named insured and their members.
3. Any elected or appointed official of the named insured.
4. Any employee or authorized volunteer of the named insured.

No person or organization is an insured with respect to the conduct of any partnership, joint venture, multi-jurisdictional law enforcement organization or multi-jurisdictional penal institution that is not shown in as a named insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants or claims made, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" is the LIABILITY LIMIT shown in the Declarations.
2. The most we will pay for all claims, "suits" or actions covered by this policy is the ANNUAL AGGREGATE shown in the Declarations.

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Claim Or "Suit"

- a. You must see to it that we are notified of a "wrongful act" or an offense which may result in a claim covered by this policy as soon as practicable after the "wrongful act" is known to you,

one of your officers, your legal department or an employee you designate to give notice to us.

Notice should include:

- (1) How, when and where the "wrongful act" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "wrongful act".

Notice of a "wrongful act" is not notice of a claim.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, your legal department or an employee you designate to record such information is notified of it;
- (2) Notify us as soon as practicable after you, one of your officers, your legal department or an employee you designate to give us such notice learns of the claim or "suit".

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

3. Legal Action Against Us

As a condition precedent, no legal action may be brought against us unless there has been full compliance with all terms of this policy. In addition, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

4. Other Insurance

The insurance provided by this policy is excess over any other collectible insurance. We will have no duty to defend the insured against any "suit" or claim for "damages" if any other insurer has a duty to defend the insured against that "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- a. The total amount that all other insurance would pay in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under the other insurance.

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. If equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance.

5. Premium Audit

Unless required by law, premiums for this coverage shall not be subject to audit.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Application are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. When We Do Not Renew

If we decide not to renew this Coverage Part we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include mobile equipment.
2. "Damages" means money damages.
3. "Law Enforcement Activity" means administration of the criminal justice system and/or any act, error or omission of your law enforcement agency, its officials, officers, employees or volunteers. "Law Enforcement Activity" also includes the operation of any premises by your law enforcement agency.
4. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which "damages" 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 "damages" are claimed and to which the insured submits with our consent.
5. "Wrongful Act" means any act, error or omission flowing from or originating out of a "law enforcement activity". All acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related – either logically, causally, or temporally – shall be deemed to constitute one "wrongful act", regardless of the number of claims or claimants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIABILITY INSURANCE AND CLAIMS EXPENSES DEDUCTIBLE
And
ACKNOWLEDGMENT (NEW YORK)**

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART

SCHEDULE

Amount and Basis of Deductible

\$100,000	Per Claimant Per Wrongful Act
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement.):

The following is added to **A. Insuring Agreement** of **SECTION I – COVERAGES**:

DEDUCTIBLE

The “damages” and “allocated claims expenses” which would otherwise be payable under this insurance will be reduced by the deductible shown in the SCHEDULE above prior to the application of the LIMITS OF INSURANCE provision. “Allocated claims expenses” means all expenses chargeable to a specific claim we incur or the insured incurs with our consent in the investigation, negotiation, arbitration, settlement and defense of any claim or suit, whether paid by us or by the insured with our consent. To investigate, defend or settle any claim or “suit” we may pay all or any part of any deductible stated in this policy. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

Should the company find it necessary to file suit seeking recovery for amounts paid by it with regard to a deductible which is to be reimbursed by you, it is herein agreed that you are responsible for all costs of collection, including reasonable attorney’s fees and interest on the amount in question in the full amount allowed by law.

ACKNOWLEDGEMENT

By your signature below, you acknowledge that:

You may select a deductible amount on either a per claimant or a per occurrence basis. The deductible amount stated in the SCHEDULE above applies as follows:

- A.** Per Claimant Basis – If the deductible is on a per claimant basis, the deductible amount applies to all “damages” and “allocated claims expenses” sustained by each claimant as a result of any one “wrongful act”.
- B.** Per “Wrongful Act” Basis – If the deductible is on a per “wrongful act” basis, the deductible amount applies to all “damages” and “allocated claims expenses” because of a “wrongful act” regardless of the number of claimants who sustain “damages” because of that “wrongful act”.

The terms of this insurance, including those with respect to our right and duty to defend any “suits” seeking those “damages”; and your duties in the event of an claim or “suit” apply irrespective of the application of the deductible amount.

1. You are aware that "allocated claims expenses" which are incurred shall be applied against the deductible up to fifty (50%) of such deductible and we will assume any "allocated claims expenses" over this amount; and
2. You have been simultaneously offered and specifically declined the option of purchasing a policy in which the deductible is not applied to "allocated claims expenses" at liability limits of at least \$500,000 each "Claimant" or "Wrongful Act".

Authorized Signature

Title

Date

Witness

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – LAW ENFORCEMENT LIABILITY

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART

A. Paragraph **1. of B. Exclusions of Section 1 – Coverages** is replaced by the following:

1. A claim against any insured flowing from or originating out of the ownership, maintenance, operation, use, or negligent entrustment to others of:
 - a. Any “auto” or aircraft you own, operate, rent or borrow.
 - b. Any other “auto” or aircraft operated by your employee.

This exclusion also applies to a claim against any insured flowing from or originating out of acts, omissions, policies or procedures related to any “auto” or aircraft used in the apprehension of violators or suspected violators. This includes the training, supervision and recruitment of personnel executing or directing such operations.

B. The definition of “Wrongful Act” in the **DEFINITIONS** Section is replaced by the following:

“Wrongful Act” means any act, error or omission flowing from or originating out of a “law enforcement activity”. A “wrongful act” is related if it is based in whole or in any part on the same or similar act(s), error(s) or omission(s), or series of act(s), error(s) or omission(s). All related wrongful acts shall be deemed to constitute one “wrongful act”, regardless of when the first related “wrongful act” occurred, by whom the first related “wrongful act” was committed, or the number of insureds, claims, suits or claimants.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, B. Exclusions, 1. a. is deleted and replaced with the following:

1. a. Any “auto”, aircraft or “unmanned aircraft” you own, operate, rent or borrow.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “wrongful act” which caused the “bodily injury”, “property damage” or personal injury involved the ownership, maintenance, use or entrustment to others of any “unmanned aircraft”.

B. The **DEFINITIONS** Section is amended by the addition of the following:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**PUBLIC OFFICIALS' LIABILITY COVERAGE PART DECLARATIONS
(Claims Made Form)**

Policy No. PO-4633687-09

Renewal PO-4633687-08

IMPORTANT NOTICE

This policy contains a liability deductible. This deductible can be reduced by defense expenses.

NAMED INSURED:

City of Rome
198 N Washington Street
Rome, NY 13440

ITEM 1: POLICY PERIOD:

POLICY COVERS **FROM:** 3/8/2024 **TO:** 3/8/2025
12:01 A.M. standard time at your mailing address shown above.

Retroactive Date: 3/8/1970

ITEM 2: LIABILITY LIMIT:

EACH WRONGFUL ACT

(A) Flowing from or originating out of Employment,
or application for Employment, with you \$1,000,000

(B) All other Wrongful Act \$1,000,000

ANNUAL AGGREGATE

(A) Flowing from or originating out of Employment,
or application for Employment, with you \$1,000,000

(B) All other Wrongful Acts \$1,000,000

ITEM 3: FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

ITEM 4: ANNUAL PREMIUM: \$39,198

Public Officials' Liability Coverage Part (Claims Made Form)

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

INTRODUCTION

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, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (**Section II**).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (**Section V**).

SECTION I - COVERAGES

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from a "wrongful act" to which this insurance applies. This insurance DOES NOT apply to any claim resulting from a "wrongful act" which occurred in whole or in part prior to the Retroactive Date shown in the declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "wrongful act" to which this insurance does not apply. We will provide defense even if allegations are groundless, false or fraudulent. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result.
However:
 - a. The amount we will pay for "damages" is limited as described in LIMITS OF INSURANCE (**Section III**); and
 - b. Our right and duty to defend end when we have used up the applicable limit of insur-

ance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. C.)**.

3. This insurance applies to damages resulting from a "wrongful act" committed anywhere in the world.
4. This insurance applies only if a claim for "damages" is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VI EXTENDED REPORTED PERIODS.

A claim by a person or organization seeking "damages" will be deemed to have been made when written notice of such claim is received by any insured or by us, whichever comes first.

All claims for "damages" resulting from or involving the same "wrongful act" or one "wrongful act" will be deemed to have been made when the first of those claims is made against any insured.

B. Exclusions

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal injury", "advertising injury" or "employee benefits injury".
2. A claim against any insured flowing from or originating out of a dishonest, malicious, fraudulent or criminal act, error or omission by any person.
3. A claim against any insured flowing from or originating out of acts, errors or omissions by any person in a fiduciary capacity, as a trustee, or in any similar capacity.
4. A claim against any insured flowing from or originating out of the rendering of or failure to render professional services by a member of the medical profession.
5. A claim against any insured flowing from or originating out of a breach of contract, or liability assumed under any contract or agreement except mutual aid agreements between political subdivisions.

6. A claim against any insured flowing from or originating out of the failure to secure or maintain proper insurance or bonds, or faulty preparation of bid specifications.
7. A claim made against any insured flowing from or originating out of the insured's gaining any profit or advantage to which they were not legally entitled.
8. A claim against any insured flowing from or originating out of disputes over wages or benefits made by anyone related to their employment or application for employment by you.
9. Any civil or criminal fines or penalties levied by any federal, state or local governmental regulatory agency or court.
10. Any claim for injunctive, declaratory or equitable relief and costs inclusive of any attorneys fees arising therefrom.
11. Any claim made by, on behalf of, or for the benefit of the named insured against an employee or official of the named insured.
12. A claim against any insured flowing from or originating out of any impairment, deprivation or destruction of property, including loss of use thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.
13. EEOC proceedings or similar proceedings conducted by state agencies or commissions.

C. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. Up to \$300 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. All court costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not

pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

You are an insured.

Each of the following is an insured but only for acts that were both within the scope of his or her duties for you, and motivated, at least in part, by a purpose to serve you:

1. Any member of the governing body of the named insured.
2. Any boards, commissions and councils of the named insured and their members.
3. Any elected or appointed official of the named insured.
4. Any employee or authorized volunteer of the named insured.

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.

During a "claims made relationship" and any extended reporting period, a person employed or otherwise affiliated with the insured and covered by the insured's claims made policy during such affiliation, shall continue to be covered under such policy and any extended reporting period after such affiliation has ceased for such person's covered "wrongful acts" during such affiliation.

SECTION III – LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants or claims made, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" is the LIABILITY LIMIT shown in the Declarations.
2. The most we will pay for all claims, "suits" or actions covered by this policy is the ANNUAL AGGREGATE shown in the Declarations.

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Claim Or "Suit"

- a. You must see to it that we are notified of a "wrongful act" which may result in a claim covered by this policy as soon as practicable after the "wrongful act" is known by you, one of your officers, your legal department or an employee you designate to give notice to us. Notice should include:

- (1) How, when and where the "wrongful act" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "wrongful act".

Notice of a "wrongful act" is not notice of a claim.

- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, your legal department or an employee you designate to record such information is notified of it;
 - (2) Notify us as soon as practicable after you, one of your officers, your legal department or an employee you designate to give us such notice learns of the claim or "suit". Late notice will not invalidate a claim if it was not reasonable possible to give notice sooner, and notice was given as soon as possible.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Notice of the claim or "suit" given to our agent is construed to be notice to us.

- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

3. Legal Action Against Us

As a condition precedent, no legal action may be brought against us unless there has been full compliance with all terms of this policy. In addition, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

4. Other Insurance

The insurance provided by this policy is excess over any other collectible insurance. We will have no duty to defend the insured against any "suit" or claim for "damages" if any other insurer has a duty to defend the insured against that "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- a. The total amount that all other insurance would pay in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under the other insurance.

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. If equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance.

5. Premium Audit

Unless required by law, premiums for this coverage shall not be subject to audit.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. When We Do Not Renew

If we decide not to renew this Coverage Part we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertising Injury" means

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

2. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time.
3. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute.

4. "Employee Benefits Injury" means injury that arises out of any act, error or omission in the administration of your "Employee Benefit Programs".

5. "Employee Benefits Programs" means a program or programs of employee benefits maintained in connection with your business or operations, such as but not limited to, Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workers Compensation, Unemployment Insurance, Social Security and Disability Benefits.

6. "Personal Injury" means:

- a. False arrest, detention, imprisonment or malicious prosecution.
- b. Wrongful entry or eviction, or other invasion of the right of private occupancy.
- c. The publication or utterance of a libel or slander or of other defamatory or disparaging material or a publication or utterance in violation of an individual's right to privacy. This definition does not apply to a claim made by someone related to their employment or application for employment by you.

7. "Property Damage" means:

- a. Physical injury to tangible property including all resulting loss of use of that property; or
- b. Loss of use of personal property that is not physically injured; or
- c. Disappearance of tangible property (including money).

8. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which "damages" 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 "damages" are claimed and to which the insured submits with our consent.

9. "Wrongful Act" means any act, error or omission by an insured. All acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related - either logically, causally or temporally -- shall be

deemed to constitute one wrongful act, regardless of the number of claims or claimants.

10. "Claims Made Relationship" means that period of time between the effective date of the first claims made coverage form or policy between you and us and the cancellation or nonrenewal of the last consecutive claims made coverage form or policy between such parties, where there has been no gap in coverage, but does not include any period covered by the Extended Reporting Period.

SECTION VI - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled, not renewed or renewed with decrease in limits, reduction of coverage, increased deductible or self insured retention, new exclusion or any other change in coverage less favorable to the insured; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "wrongful acts" on a claims-made basis.

Within thirty days of the effective date of either a. or b. above, we will advise you, in writing, of the Basic Extended Reporting Period and the availability of, the premium for, and the importance of purchasing Supplemental Extended Reporting Period coverage. You will have the greater of ninety days from the effective date of either a. or b. above, or thirty days from the date of mailing or delivery of our written notice of advice regarding Extended Reporting Period coverage, to submit written acceptance of the Supplemental Extended Reporting Period coverage. All premium for this coverage form due us will be paid by the First Named Insured with the written acceptance to effect coverage. Once in effect, the Supplemental Extended Reporting Period coverage may not be cancelled. This paragraph does not apply in the event a "claims made relationship" has continued for less than one year and the termination of coverage is for nonpayment of premium or fraud.

Any person covered under this policy may purchase extended reporting period coverage, if:

The named insured has been placed in liquidation or bankruptcy or permanently ceases operations; and

The named insured or its designated trustee does not purchase extended reporting period coverage; and

Such person requests the extended reporting period coverage within 120 days of the termination of coverage.

The company shall have no obligation to provide any notice to any such person of the availability of the extended reporting period coverage and the company may charge a premium commensurate with such coverage.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:
 - a. "Wrongful Acts" that occur before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect Extended Reporting Periods may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for ninety days. During this period, you will have the right, subject to part 2. of this section, to report claims made and consistent and in accordance with paragraph 2.a. of PART IV – CONDITIONS, any "wrongful act" which may later result in a claim.

The Basic Extended Reporting Period is excess over any other valid and collectible subsequent insurance.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of two years duration is available, but only by an endorsement and for an extra charge of 150% of the annual premium for this coverage Part. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends. This paragraph does not apply in the event a "claims made relationship" has continued for less than one year and the termination of coverage is for nonpayment of premium or fraud.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Sup-

plemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

Each Wrongful Act
Annual Aggregate

The LIMITS OF INSURANCE (Section III) provisions of this coverage part will be amended accordingly.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE – CLAIMS MADE COVERAGE

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART

A. COVERAGE

In consideration of the premium charged, coverage is provided for "damages" under **SECTION I – COVERAGES, A. Insuring Agreement** as long as a Retroactive Date is shown in the Declarations and the "wrongful act":

1. took place in the coverage territory; and
2. did not occur before the Retroactive Date shown in the Declarations.

B. EXCLUSIONS

It is hereby agreed and understood that **ITEM A. Insuring Agreement** of **SECTION I – COVERAGES** will not apply to a "wrongful act" which occurred after the Retroactive Date, if prior to the effective date of this policy:

1. any Insured gave notice to any insurer of the "wrongful act", or
2. any Insured had a reasonable basis to believe that the "wrongful act" might result in a claim or suit, or
3. there is a prior policy or policies which provide insurance for such "wrongful act" whether or not the available limits of liability of such prior policy or policies are sufficient to pay and whether or not the deductible provisions and amount of such prior policy or policies are different from this policy and whether or not such prior policy or policies are collectible in whole or in part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIABILITY INSURANCE AND CLAIMS EXPENSES DEDUCTIBLE
And
ACKNOWLEDGMENT (NEW YORK)**

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAE PART

SCHEDULE

Amount and Basis of Deductible

\$ Per Claimant
\$100,000 Per "Wrongful Act"

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement.):

The following is added to **A. Insuring Agreement** of **SECTION I – COVERAGES**:

DEDUCTIBLE

The "damages" and "allocated claims expenses" which would otherwise be payable under this insurance will be reduced by the deductible shown in the SCHEDULE above prior to the application of the LIMITS OF INSURANCE provision. "Allocated claims expenses" means all expenses chargeable to a specific claim we incur or the insured incurs with our consent in the investigation, negotiation, arbitration, settlement and defense of any claim or suit, whether paid by us or by the insured with our consent. To investigate, defend or settle any claim or "suit" we may pay all or any part of any deductible stated in this policy. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

Should the company find it necessary to file suit seeking recovery for amounts paid by it with regard to a deductible which is to be reimbursed by you, it is herein agreed that you are responsible for all costs of collection, including reasonable attorney's fees and interest on the amount in question in the full amount allowed by law.

You may select a deductible amount on either a per claimant or a per occurrence basis. The deductible amount stated in the SCHEDULE above applies as follows:

- A.** Per Claimant Basis – If the deductible is on a per claimant basis, the deductible amount applies to all "damages" and "allocated claims expenses" sustained by each claimant as a result of any one "wrongful act".
- B.** Per "Wrongful Act" Basis – If the deductible is on a per "wrongful act" basis, the deductible amount applies to all "damages" and "allocated claims expenses" because of a "wrongful act" regardless of the number of claimants who sustain "damages" because of that "wrongful act".

The terms of this insurance, including those with respect to our right and duty to defend any "suits" seeking those "damages"; and your duties in the event of an claim or "suit" apply irrespective of the application of the deductible amount.

ACKNOWLEDGEMENT

By your signature below, you acknowledge that:

1. You are aware that “allocated claims expenses” which are incurred shall be applied against the deductible up to fifty (50%) of such deductible and we will assume any “allocated claims expenses” over this amount; and
2. You have been simultaneously offered and specifically declined the option of purchasing a policy in which the deductible is not applied to “allocated claims expenses” at liability limits of at least \$500,000 each “Claimant” or “Wrongful Act”.

Authorized Signature

Title

Date

Witness

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
FALSE LIEN EXPENSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE PART

SCHEDULE

Per Insured Person Limit - \$10,000

Annual Policy Period Aggregate Limit - \$50,000

These payments will not reduce the limits of Insurance

A. SECTION 1 – COVERAGES, A. Insuring Agreement is amended to add the following:

We will reimburse an Insured for expenses incurred for removing “false liens” placed on the Insured’s personal or real property. This endorsement only covers legal fees and expenses incurred for removal of a “False Lien” first discovered during the policy period.

B. SECTION III – LIMITS OF INSURANCE is deleted and replaced with the following:

The most we will pay for claims covered by this endorsement is per the SCHEDULE above

C. DEDUCTIBLE:

Public Official Liability Coverage Part Deductible is not applicable to False Lien Expense.

D. SECTION V – DEFINITIONS is amended to add the following:

“False lien” means:

1. Instrument or financing statement offered for filing with knowledge that the written instrument contains a false statement or false information, and intended to defraud the state or any political subdivision, public authority or public benefit corporation of the state, and offered to a public office, public servant, public authority or public benefit corporation, with the knowledge or belief that it will be filed with, registered or recorded in or otherwise become a part of the records of such political subdivision, public authority or public benefit corporation.
2. The collateral asserted to be covered in such instrument is the property of a person who is a state or local officer as defined by law, an employee or volunteer of the political subdivision, public authority, or public benefit corporation; or who otherwise is a judge or justice of the unified court system,
3. Such instrument or financing statement does not relate to an actual transaction, and
4. Instrument or financing statement is filed in retaliation for the performance of official duties by a state or local officer, employee or volunteer of a political subdivision, public authority or benefit corporation; or judge or justice.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-MONETARY DEFENSE LIMIT

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS' LIABILITY COVERAGE PART

- A. For the purposes of this endorsement only, **SECTION I – COVERAGES, B. Exclusions**, item 10. is deleted.
- B. Solely with respects “suits” covered under this Coverage Part, excluding “suits” arising out of or originating out of Employment, or application for Employment, with you; **SECTION I – COVERAGES, C. Supplementary Payments** is amended by the addition of the following:

Non-Monetary Defense Limit

1. The most we will pay for your defense costs in any one “suit” that is solely seeking non-monetary, equitable, declaratory or injunctive relief is \$10,000. The most we will pay for your defense costs for all “suits” during the policy period that are seeking non-monetary, equitable, declaratory or injunctive relief is \$50,000.
2. We will not pay to defend any “suits” initiated by a governmental entity that are solely seeking non-monetary, equitable, declaratory or injunctive relief.

This coverage only applies if the “suit” would otherwise be covered under this Coverage Part, but for the fact that it solely seeks non-monetary damages.

These payments will not reduce the Limits of Insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

DISCLOSURE NOTICE – NEW YORK

CLAIMS MADE PUBLIC OFFICIALS LIABILITY COVERAGE PART

IMPORTANT

THIS FORM IS AN ADDENDUM TO YOUR DECLARATIONS PAGE AND APPLICATION AND IS A PART OF YOUR POLICY. THIS FORM DESCRIBES SOME OF THE MAJOR FEATURES OF YOUR PUBLIC OFFICIALS LIABILITY COVERAGE PART. PLEASE READ IT CAREFULLY.

THE PUBLIC OFFICIALS LIABILITY COVERAGE PART IS WRITTEN ON A "CLAIMS MADE" BASIS.

IMPORTANT

THE PUBLIC OFFICIALS LIABILITY COVERAGE PART PROVIDES NO COVERAGE FOR "CLAIMS" ARISING OUT OF "WRONGFUL ACTS" WHICH TOOK PLACE PRIOR TO THE "RETROACTIVE DATE" STATED IN THE DECLARATIONS.

IMPORTANT

THE PUBLIC OFFICIALS LIABILITY COVERAGE PART COVERS ONLY "CLAIMS" ACTUALLY MADE AGAINST THE INSURED WHILE THE POLICY REMAINS IN EFFECT. ALL COVERAGE UNDER THE PUBLIC OFFICIALS LIABILITY COVERAGE PART CEASES UPON THE TERMINATION OF THE POLICY, EXCEPT FOR THE AUTOMATIC BASIC EXTENDED REPORTING PERIOD COVERAGE, UNLESS YOU PURCHASE SUPPLEMENTAL EXTENDED REPORTING PERIOD COVERAGE.

IMPORTANT

THE LENGTH OF THE AUTOMATIC BASIC EXTENDED REPORTING PERIOD IS NINETY (90) DAYS.

IMPORTANT

AVOIDING COVERAGE GAPS – IF THIS PUBLIC OFFICIALS LIABILITY COVERAGE PART IS NOT RENEWED WHEN IT EXPIRES, OR IF A SIMILAR COVERAGE IS NOT PURCHASED FROM ANOTHER CARRIER UPON EXPIRATION, A GAP IN COVERAGE PROTECTION WILL RESULT. THIS IS BECAUSE THE AUTOMATIC BASIC EXTENDED REPORTING PERIOD AND THE SUPPLEMENTAL EXTENDED REPORTING PERIOD ONLY PROVIDE AN ADDITIONAL TIME PERIOD WITHIN WHICH TO REPORT "CLAIMS" THAT AROSE FROM "WRONGFUL ACTS" WHICH OCCURRED PRIOR TO THE END OF THE POLICY PERIOD.

EXTENDED REPORTING PERIODS UNDER THE PUBLIC OFFICIALS LIABILITY COVERAGE PART

A Basic Extended Reporting Period is automatically provided under the PUBLIC OFFICIALS LIABILITY COVERAGE PART without additional charge. This period starts on the date of "termination of coverage" and lasts for ninety (90) days.

In addition, you may purchase a Supplemental Extended Reporting Period. This period would start ninety (90) days after the date of "termination of coverage".

The following is the available time period option and cost to purchase the optional Supplemental Extended Reporting Period:

1. Twelve (12) Month Option – Costs 75% of the Expiring Annualized Policy Premium.
2. Twenty-four (24) Month Option – Costs 150% of the Expiring Annualized Policy Premium.

If you purchase a Supplemental Extended Reporting Period, the above time period is the time period after the Basic Extended Reporting Period has ended within which you can report “claims”. However, the only “claims” that are covered and can be reported are those “claims arising from “wrongful acts” which occurred after the “retroactive date” but prior to the “termination of coverage”.

INCREASED PREMIUM TO MATURITY

If you renew your PUBLIC OFFICIALS LIABILITY COVERAGE PART on a “claims made” basis, you will experience a percentage increase in the premium for the first, second and third renewal. The original premium for “claims made” is substantially lower than the occurrence form and, as experience matures, the cost rises for the second, third and fourth year. At that time, it is fully mature and the cost is the same as it would be for an occurrence form.

City of Rome

NAMED INSURED

PO-4633687-09

POLICY NUMBER

TITLE

SIGNATURE ACKNOWLEDGEMENT BY
NAMED INSURED

DATE SIGNED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REVISED CONDITIONS OF DUTIES IN THE EVENT OF A CLAIM OR SUIT

PUBLIC OFFICIALS' LIABILITY COVERAGE PART (CLAIMS MADE FORM)

The following modifies insurance provided under the Public Officials' Liability Coverage Part (Claims Made Form). Except where specifically stated otherwise, all other policy terms, conditions and deductibles apply to each modification, additional coverage or extension of coverage and the limits and coverages provided by this endorsement apply per policy:

SECTION IV – CONDITIONS, Item 2. Duties In The Event Of A Claim or “Suit” paragraph (a) is replaced with the following:

- a You must see to it that we are given written notice of a “wrongful act” which may result in a claim covered by this policy as soon as practicable after the “wrongful act” is known by you, one of your officers, your legal or risk management department or any employee you designate to give notice to us. If the reported “wrongful act” later becomes a claim for “damages” covered by this policy, then the claim for “damages” shall be deemed made on the date you originally reported the “wrongful act” to us in writing. Notice should include:
 - (1) How, when, and where the “wrongful act” took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the “wrongful act”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL COVERAGE MODIFICATIONS - WAGES
PUBLIC OFFICIALS' LIABILITY COVERAGE PART (CLAIMS MADE FORM)**

The following modifies insurance provided under the Public Officials' Liability Coverage Part (Claims Made Form). Except where specifically stated otherwise, all other policy terms, conditions and deductibles apply to each modification, additional coverage or extension of coverage and the limits and coverages provided by this endorsement apply per policy:

Exclusion 8. in **SECTION 1 – COVERAGES, B. Exclusions** is replaced with the following:

8. A claim flowing from or originating out of disputes over benefits made by anyone including any beneficiary, related to their employment or application for employment by you. This includes, but is not limited to, an employee benefit plan, welfare plan, retirement plan, self insurance fund, or any obligation under the Employee Retirement Income Security Act, or COBRA, and any subsequent amendments thereto or any similar local, state or federal law or regulation.

The following is added to **SECTION III- LIMITS OF INSURANCE**:

3. For any claim made by anyone related to their employment or application for employment by you, we will only be liable to pay \$50,000 for damages in excess of \$10,000 for lost wages, overtime, or similar loss of compensation claims flowing from or originating out of a "wrongful act." This limit is part of, and not in addition to, the applicable LIABILITY LIMIT shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS' LIABILITY COVERAGE PART

If excluded below, no coverage applies for any claim involving any:

EXCLUSION APPLIES	EXCLUSION DOES NOT APPLY	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Firework Display or Exhibition;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Ski Facility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Airport or activity related to aviation administration, supervision or operations;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Medical Clinic;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Hospital, Nursing Home or other type of medical facility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Public Housing Project or Authority;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Public Gas Utility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Public Water Utility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Public Electric Utility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. Public School District or System;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	11. Activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12. Jail, Penal Institution or similar type facility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	13. Waterslide;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Organized or sponsored racing or stunting involving wheeled vehicles including skateboards and roller skating;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	15. Circus, amusement park or traveling enterprise offering amusement;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	16. Personal Injury to public officials;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17. Day Care, Day Camp, Nursery or similar facility;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	18. Public Transportation System, including but not limited to transport, operations and premises;

**EXCLUSION
APPLIES**

**EXCLUSION DOES
NOT APPLY**

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. Rodeo; |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 20. Dams over 25 feet in height or any Levees, Dikes; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. Golf Course; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. Professional Services provided by any Doctors, Lawyers, Engineers or Architects; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 23. Fire District or Department; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 24. Emergency Medical Service; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 25. Landfill, Dump, Refuse Site or Incinerator; |

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)		\$	\$
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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 <i>Automobiles</i> 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 <i>Automobiles</i> 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 <i>Automobiles</i> 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	Specified Perils
	\$80,559	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
2	2019 Chevrolet Volt		1G1RC6S50KU109380	7398
	Value	Comprehensive	Collision	Specified Perils
	\$29,539	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
3	2019 Chevrolet Volt		1G1RC6S50KU108763	7398
	Value	Comprehensive	Collision	Specified Perils
	\$29,539	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
4	2018 Ford F150		1FTFX1E5XJFE10805	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$36,109	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
5	2019 Ford F350 w/plow		1FTRF3B67KED01136	214-990
	Value	Comprehensive	Collision	Specified Perils
	\$34,331	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
6	2019 Ford Explorer		1FM5K8AR9KGA30664	7398
	Value	Comprehensive	Collision	Specified Perils
	\$28,005	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
7	2019 Chevrolet Silverado		1GB3KVCG8KF145210	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$42,527	\$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
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	Specified Perils
	\$70,000	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
16	2018 Spartan Fire truck		4S7CU2D93JC084531	7909
	Value	Comprehensive	Collision	Specified Perils
	\$550,000	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
17	2019 Chevrolet Silverado		1GC4KVC66KF210894	7909
	Value	Comprehensive	Collision	Specified Perils
	\$33,883	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
18	2019 Ford F350 Dump w/Plow		1FDRF3H68KEE37259	214-790
	Value	Comprehensive	Collision	Specified Perils
	\$43,833	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	Yes	Yes/No	No
19	2019 CAM Superline Utility		5JWCF2120KP501899	684-990
	Value	Comprehensive	Collision	Specified Perils
	\$11,200	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	No	No/No	No
20	2019 CAM Superline Utility		5JWCF2123KP501900	684-990
	Value	Comprehensive	Collision	Specified Perils
	\$11,200	\$1,000	\$1,000	N/A
	Liability	UM/UIM	PIP/Med Pay	Loss Payee
	Yes	No	No/No	No
21	2019 Chevrolet Silverado		1GB4KVC64KF172571	014-990
	Value	Comprehensive	Collision	Specified Perils
	\$44,827	\$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
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
			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
			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
			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
			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
			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
			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
			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

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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
	\$273,399	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
37	2019 Sure Trac Trailer	5JW1U622K2271358	684-990
	Value	Comprehensive	Collision
	\$5,300	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	No	No/No
			No
38	2020 Nissan Rouge	5N1AT2MV1LC780117	7911
	Value	Comprehensive	Collision
	\$26,567	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
39	2020 Nissan Rouge	5N1AT2MV3LC780278	7911
	Value	Comprehensive	Collision
	\$26,567	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
40	2020 Ford F250 Pickup	1FTBF2B62LED06256	014-990
	Value	Comprehensive	Collision
	\$44,577	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
41	2020 Ford F250 Pickup	1FTBF2B60LED06255	014-990
	Value	Comprehensive	Collision
	\$44,577	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
42	2020 Ford F250	1FDBF2B69LED06928	014-790
	Value	Comprehensive	Collision
	\$44,577	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No

SCHEDULE OF AUTOMOBILES

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

SCHEDULE OF AUTOMOBILES

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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
			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
			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
			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
			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
			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
			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
			No

SCHEDULE OF AUTOMOBILES

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Attached to and forming part of Policy Number:

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Effective Date: 03/08/2024

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

SCHEDULE OF AUTOMOBILES

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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
			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
			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
			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
			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
			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
			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
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

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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
	Value	Comprehensive	Collision
	\$32,276	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
72	2005 Ford Crown Victoria		2FAHP71W95X114863
	Value	Comprehensive	Collision
	\$27,655	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
73	2020 Ford Bucket Truck		1FDUF5GT8KDA28052
	Value	Comprehensive	Collision
	\$105,385	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
74	2020 Nissan Rouge		5N1AT2MVXLC766765
	Value	Comprehensive	Collision
	\$26,567	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
75	2021 Dodge Charger		2C3CDXKG8MH562674
	Value	Comprehensive	Collision
	\$47,180	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
76	2021 Nissan Rogue		5N1AT3AB3MC744947
	Value	Comprehensive	Collision
	\$27,050	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No
77	2021 Dodge Charger		2C3CDXKG6MH562673
	Value	Comprehensive	Collision
	\$47,180	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

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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

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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

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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
	Value	Comprehensive	Collision
	\$0	N/A	N/A
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No
93	2024 Mack GR42B		1M2GR2AC0RM002082
	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
	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
	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
	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
	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
	Value	Comprehensive	Collision
	\$46,543	\$1,000	\$1,000
	Liability	UM/UIM	PIP/Med Pay
	Yes	Yes	Yes/No
			No

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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
			Specified Perils
			N/A
			Loss Payee
			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
			Specified Perils
			N/A
			Loss Payee
			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
			Specified Perils
			N/A
			Loss Payee
			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
			Specified Perils
			N/A
			Loss Payee
			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
			Specified Perils
			N/A
			Loss Payee
			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
			Specified Perils
			N/A
			Loss Payee
			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
			Specified Perils
			N/A
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

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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

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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

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Attached to and forming part of Policy Number:

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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

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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

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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

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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

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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

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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
			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
			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
			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
			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
			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
			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
			Loss Payee
			No

SCHEDULE OF AUTOMOBILES

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

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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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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
			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.
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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 \$ See Schedule of Automobiles Deductible For Each Covered Auto	\$ INCL
Collision	1, 12, 110, 117, 210	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See Schedule of Automobiles 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	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		
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
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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.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY DECLARATIONS

Policy No. OCP1-4633687-09

Effective Date: 3/8/2024,**

NAMED INSURED
Named Insured and Mailing Address
NEW YORK DEPARTMENT OF TRANSPORTATION 1220 WASHINGTON AVENUE ALBANY, NY 12232

12:01 A.M., Standard Time

DESIGNATION OF CONTRACTOR
Designation of Contractor and Mailing Address
City of Rome 198 N Washington Street Rome, NY 13440

LOCATION OF COVERED OPERATIONS
THAT PORTION OR PORTIONS OF ANY NEW YORK STATE HIGHWAY(S) OR ROAD(S) ON WHICH THE CITY OF ROME PERFORMS ANY WORK.

LIMITS OF INSURANCE	
Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

BUSINESS DESCRIPTION
Form of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Organization (Other than one indicated above) Business Description*: Municipality

PREMIUM				
Classification	Code No.	Premium Basis	Rate Per \$1,000 of Cost	Advance Premium
Highway or Roads – Department Of Transportation, State of New York	17982	Per Mile	Included	\$200
			Total Advance Premium	\$200

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: SEE SCHEDULE OF FORMS AND ENDORSEMENTS

*Information omitted if shown elsewhere in the policy. **Inclusion of date optional.
 THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

Various provisions of 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.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

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

SECTION I – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:
 - (a) Operations performed for you by the "contractor" at the location specified in the Declarations; or
 - (b) Your acts or omissions in connection with the general supervision of such operations; and
 - (2) The "bodily injury" or "property damage" occurs during the policy period.
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) 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. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has al-

so been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Work Completed Or Put To Intended Use

"Bodily injury" or "property damage" which occurs after the earlier of the following times:

- (1) When all "work" on the project (other than service, maintenance or repairs) to be performed for you by the "contractor" at the site of the covered operations has been completed; or
- (2) When that portion of the "contractor's" "work", out of which the injury or damage arises, has been put to its intended use by any person or organization, other than another contractor or subcontractor working directly or indirectly for the "contractor" or as part of the same project.

d. Acts Or Omissions By You And Your Employees

"Bodily injury" or "property damage" arising out of your, or your "employees' ", acts or omissions other than general supervision of "work" performed for you by the "contractor".

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Bodily injury" to:

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

g. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of the insured; or
- (4) "Work" performed for you by the "contractor".

h. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to:

- (1) Liability assumed under an "insured contract"; or
- (2) Expenses for first aid.

i. Mobile Equipment

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Pollution.

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

- (ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being per-

formed by or on behalf of any insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, re-move, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) 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

- (b) 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

k. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "work" performed for you by the "contractor"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden

and accidental physical injury to "work" performed for you by the "contractor".

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- h. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I - Coverages - Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as members of a limited liability company. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, 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.
- 2. Each of the following is also an insured:
 - a. Any person (other than your "employee") or any organization while acting as your real estate manager.
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage".
- 3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

If you designate more than one project in the Declarations, the Aggregate Limit shall apply separately to each project.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured will not relieve us of our obligations under this Coverage Part.

2. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notices to the first Named Insured's and the "contractor's" last mailing address known to us.

- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

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

4. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Examination Of Your Books And Records

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

6. Inspections And Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

7. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment

against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Other Insurance

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you unless the other insurance is provided by a contractor other than the designated "contractor" for the same operation and job location designated in the Declarations. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premiums

The "contractor":

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

10. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the "contractor". If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "contractor".
- c. The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

12. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Contractor" means the contractor designated in the Declarations.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
7. "Impaired property" means tangible property, other than work performed for you, that cannot be used or is less useful because:

- a. It incorporates work performed for you that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of the work performed for you; or
- b. Your fulfilling the terms of the contract or agreement.

8. "Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
- e. An elevator maintenance agreement.

9. "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".

10. "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 **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 **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 and well servicing equipment.

11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

12. "Pollutants" mean 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.

13. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages 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 are claimed and to which the insured submits with our consent.
15. "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.
16. "Work" includes materials, parts or equipment furnished in connection with the operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY

- A.** Paragraph **b.** of the Premium Audit Condition (**Section IV - Conditions**) is replaced by the following:

10. Premium Audit

- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. 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. But the audit may be waived if the total annual

premium attributable to the auditable exposure base is not reasonably expected to exceed \$1500. Audit premiums are due and payable on notice to the "contractor". If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the "contractor".

- B.** Except as provided in Paragraph **A.** above, the **Examination Of Your Books And Records** Condition (**Section IV - Conditions**) continues to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW YORK CHANGES
OWNERS AND CONTRACTORS
PROTECTIVE LIABILITY COVERAGE FORM**

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraph 1. Insuring Agreement of Section I - Coverages is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1)** The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:
 - (a)** Operations performed for you by the "contractor" at the location specified in the Declarations; or

(b) Your acts or omissions in connection with the general supervision of such operations;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- B. The following is added as Paragraph e. to Duties In The Event Of Occurrence, Claim Or Suit under Paragraph 4. of Section IV - Conditions:**
- 4. Duties In The Event Of Occurrence, Claim Or Suit**
- e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.
- C. Paragraph 5. of Section IV - Conditions is replaced by the following:**
- 1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
 - 2. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
 - 3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization
- which makes insurance inspections, surveys, reports or recommendations.
- 4.** Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.
- D.** When **CG 28 07**, Principals Protective Liability Coverage endorsement, is attached to an Owners And Contractors Protective Liability Coverage Form, the definition of "loading and unloading" in Paragraph **D.2.** of that endorsement does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The LEGAL ACTION AGAINST US Condition (Section **IV**) is replaced by the following:

LEGAL ACTION AGAINST US

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY COVERAGE FORM

The following Condition is added to CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance Is Used Up.

- a. If we conclude that, based on "occurrences", claims or "suits" which have been reported to us and to which this insurance may apply, the Aggregate Limit or the Each Occurrence Limit is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
- b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:
 - (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.
 - (2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

- (3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.
- c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

 - (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
 - (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.
- d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - CANCELLATION AND NON RENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY

- A** Paragraphs **a.**, **b.**, **c.**, and **e.** of the CANCELLATION Condition are replaced by the following:
- a.** The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.
 - b.** CANCELLATION OF POLICIES IN EFFECT:
 - (1)** 60 DAYS OR LESS

We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:

 - (a)** 30 days before the effective date of cancellation if we cancel for any reason not included in paragraph **(b)** below.
 - (b)** 15 days before the effective date of cancellation if we cancel for any of the following reasons:
 - (i)** Nonpayment of premium;
 - (ii)** Conviction of a crime arising out of acts increasing the hazard insured against;
 - (iii)** Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
 - (iv)** 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;
 - (v)** 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;
 - (vi)** 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; or
 - (vii)** 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.
 - (2)** FOR MORE THAN 60 DAYS

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for any of the reasons listed in paragraph **(1)(b)** above, provided we mail the first Named Insured and the "contractor" a notice of cancellation at least 15 days before the effective date of cancellation.

 - c.** We will mail or deliver our notice including the reason to the first Named Insured and the "contractor" at the respective addresses shown in the policy and the authorized agent or broker.
 - e.** If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, 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. The following is added to the CANCELLATION Condition:

If one of the reasons for cancellation in paragraphs **A.b.(1)(b)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following Conditions are added and supersede any other provisions to the contrary:

1. NONRENEWAL

If we decide not to renew this policy we will send notice as provided in paragraph **C.3.** below.

2. CONDITIONAL RENEWAL

If we condition renewal of this policy upon:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Increased deductible;
- e. Addition of exclusion;
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in paragraph **C.3.** below.

3. NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations and the "contractor" at least 60 but not more than 120 days before:

- (1) The expiration date; or

- (2) The anniversary date if this is a continuous policy.

- b. Notice, including the specific reason(s) for nonrenewal or conditional renewal, the amount of any premium increase (for conditional renewal) and a description of any other changes, will be mailed or delivered to the first Named Insured and the "contractor" at the respective addresses shown in the policy and the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

- c. 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 the policy has been replaced or is no longer desired.

- d. If we send the first Named Insured or the "contractor" an incomplete or late conditional renewal notice or a late nonrenewal notice:

- (1) As provided for in paragraph **C.3.** above, 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 sooner.

- (2) 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 required policy period at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional required policy period, has replaced the coverage or elects to cancel sooner.

- e. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with paragraph **C.3.d.** above.

- f. The last sentence of LIMITS OF INSURANCE does not apply when the policy period is extended because we sent the first Named Insured or the "contractor" an incomplete or late conditional renewal notice or a late non renewal notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM –
COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK
DEPARTMENT OF TRANSPORTATION

The following replaces the final paragraph of SECTION III – LIMITS OF INSURANCE:

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for a period of less than 12 months. In that case, the Limits of Insurance for the additional period will be increased in proportion to the policy extension pursuant to Section 3426 (e) (6) of New York Insurance Law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
LAW ENFORCEMENT OFFICIERS' LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

COMMERCIAL EXCESS LIABILITY COVERAGE PART DECLARATIONS

Policy No. UMB-4633687-09

Renewal UMB-4633687-08

1. NAMED INSURED AND MAILING ADDRESS

City of Rome
198 N Washington Street
Rome, NY 13440

2. POLICY PERIOD

From 3/8/2024 To 3/8/2025

12:01 A.M. standard time at your mailing address shown above.

3. LIMITS OF INSURANCE

EACH OCCURRENCE, OFFENSE, ACCIDENT OR WRONGFUL ACT LIMIT	\$5,000,000
ANNUAL AGGREGATE (AS APPLICABLE PER UNDERLYING COVERAGE)	\$5,000,000

4. FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

5. TOTAL PREMIUM \$81,654

THESE DECLARATIONS, TOGETHER WITH THE COMMERCIAL EXCESS LIABILITY COVERAGE PART AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED _____ BY _____
DATE AUTHORIZED SIGNATURE

EXCESS FOLLOWING FORM - SCHEDULE OF UNDERLYING COVERAGE

Effective date of this Schedule 3/8/2024
 Attached to and forming part of Policy Number UMB-4633687-09
 Issued to City of Rome

CARRIER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE RETROACTIVE DATE (IF APPLICABLE)	APPLICABLE LIMITS OF COVERAGE
(a) Argonaut Insurance Company PE-4633687-09 3/8/2024 to 3/8/2025	Commercial General Liability Retroactive Date: N/A (where applicable)	Bodily Injury & Property Damage \$1,000,000 each occurrence \$3,000,000 each annual aggregate Excluding Medical Payments
(b) Argonaut Insurance Company BA-4633687-09 3/8/2024 to 3/8/2025	Business Automobile Liability	Bodily Injury & Property Damage \$1,000,000 combined single limit \$ each person \$ each accident Excluding U.M./U.I.M., P.I.P., Medical Payments or any other No-Fault Coverages
(c) Argonaut Insurance Company PO-4633687-09 3/8/2024 to 3/8/2025	Public Officials' Liability Retroactive Date: 3/8/1970	\$1,000,000 each wrongful act \$1,000,000 annual aggregate
(d) Argonaut Insurance Company LE-4633687-09 3/8/2024 to 3/8/2025	Law Enforcement Officers' Liability Retroactive Date: N/A	\$1,000,000 Each Wrongful Act \$3,000,000 Annual Aggregate
(e) N/A	Employment Practices Liability Retroactive date: N/A	N/A each wrongful act N/A annual aggregate
(f) N/A	Employers Liability	Minimum Applicable Limits: N/A Each Accident N/A Each Employee N/A Each Policy

COMMERCIAL EXCESS COVERAGE PART

This liability insurance policy provides excess coverage over scheduled underlying limits of insurance as stated in the Schedule of Underlying Insurance.

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

It is hereby understood and agreed that, notwithstanding anything in this policy to the contrary, with respect to such insurance as is afforded by this policy, the terms of this policy, as respects coverage for operations in the State of New York shall conform to the coverage requirements of the applicable insurance laws of the State of New York, or the applicable regulations of the New York Insurance Department; provided, however, that the company's limit of liability, as stated in this policy, shall be excess of the limits of liability of any underlying insurance, or self-insurance, as stated in the Declarations, or in any endorsement attached hereto.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" refers to any person or organization which qualifies as such in the "Underlying Insurance."

Other words and phrases which appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I – COVERAGE

1. Insuring Agreement

Subject to the applicable limits of insurance, we will pay those sums that the insured becomes legally obligated to pay as "damages" in excess of all "underlying insurance", but only after all "underlying insurance" has been exhausted by payment of the limits of such insurance.

This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance" except with respect to any provisions to the contrary contained in this

insurance. No other obligation or liability to pay sums or perform acts or services is covered.

SECTION II - DEFENSE

We will not be obligated to investigate, settle or defend any claim made, or suit brought, or proceedings instituted against you. We will, however, have the right to participate in the investigation, settlement or defense of any suit or proceeding which relates to any occurrence or claim that we feel may create liability on our part under the terms of this policy.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below establish the most we will pay under the terms of this insurance regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought; or
 - c. Coverages provided under this policy; or
 - d. Persons or organizations making claims or bringing suits.
2. The Limits of Insurance of this policy will apply as follows:
 - a. The limit for Each Occurrence, Offense, Accident or Wrongful Act specified in the Declarations is the most we will pay for all "damages" arising out of any one occurrence, offense, accident or wrongful act.

Any amount paid for "damages" arising out of an occurrence, offense, accident or wrongful act will reduce the amount of the applicable aggregate limit of insurance available for payment of "damages" arising out of any other occurrence, offense, accident or wrongful act.

If the applicable aggregate limit of insurance has been reduced by payment of "damages" to an amount that is less than the limit for Each Occurrence, Offense, Accident or

Wrongful Act stated in the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of "damages" arising out of any other occurrence, offense, accident or wrongful act.

b. Subject to paragraph 2.a. above:

- i. If the limits of "underlying insurance" have been reduced by payment of "damages", then this policy will drop down to become immediately excess of the reduced underlying limits.

However when b.i. applies, we will not pay that portion of the "damages" that is within the underlying limits of insurance, which the insured has agreed to fund by self-insurance or means other than insurance.

3. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Appeals

In the event the insured or any other insurer elects not to appeal a judgment in excess of the amount of "underlying insurance," we may elect to do so at our own expense. If we elect to make such an appeal, we will pay, in addition to the applicable limit of liability of this policy, all costs and interest incidental to the appeal.

2. Bankruptcy

In the event of bankruptcy or insolvency of any "underlying insurer", this policy shall apply as if the "underlying insurance" is valid and collectible.

3. Duties In The Event Of Incident, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an incident which may result in a claim to which this policy

applies. Notice of an incident is not notice of a claim. Also, to the extent possible, notice should include:

- 1) How, when and where the incident took place;
- 2) The names and addresses of any injured persons and witnesses; and
- 3) The nature and location of any injury or damage arising out of the incident.

b. If the claim is made or suit is brought against any insured, you must:

- 1) Promptly record the specifics of the claim or suit and the date received; and
- 2) Notify us as soon as practicable.

c. You and any other involved insured must:

- 1) Promptly send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- 2) Authorize us to obtain records and other information;
- 3) Cooperate with us in the investigation or settlement of the claim, or in the defense against the suit;
- 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy may also apply; and
- 5) Notify us promptly of any judgment or settlement of any claim or suit brought against any insured.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

As a condition precedent, no legal action may be brought against us unless there has been full compliance with all terms of this policy. In addition, no legal action may be

brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

5. Maintenance Of Underlying Insurance

- a. You agree to maintain the "underlying insurance" in full force and effect during the policy period of this policy, and to inform us within 60 days of any replacement of that "underlying insurance" by the same or another insurer. You may not replace the "underlying insurance" without our written consent.
- b. You must notify us promptly:
 - 1) Of any changes to the "underlying insurance". We may adjust our premium accordingly from the effective date of the change to the "underlying insurance."
 - 2) If any "underlying insurance" is canceled or not renewed and you do not replace it.
- c. If you fail to maintain the "underlying insurance," this policy will respond as if the "underlying insurance" is valid and collectible.

6. Premium Audit

- a. The premium for this policy is a flat Premium and is not subject to adjustment unless otherwise indicated in the Declarations.
- b. If the premium for this policy is subject to adjustment, the advance premium shown in the Declarations is a deposit premium only. The advance premium is based on the estimated exposure for the policy period shown in the Declarations. At the end of the policy period we will compute the earned premium based on the actual exposures for the policy period. Audit premiums are due and payable upon notice to the "first named insured". If the earned premium exceeds the sum of the advanced premium and any other premium payments made during the policy period,

the "first named insured" we will pay us the additional premium. If the earned premium is less than the sum of the advanced premium and any other premium payments made during the policy period, we will return the unearned portion to the "first named insured", subject to retention of the minimum premium shown in the declarations.

- c. If the aggregate limits of insurance of this policy are used up prior to the end of the policy period, the premium is fully earned.
- d. The "first named insured" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

8. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or on any other basis, except other insurance written specifically to be excess over this insurance

The other insurance will be deemed valid and collectible regardless of any defense asserted by any other insurer because of the insured's failure to comply with the terms of that other insurance.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after "loss" to impair those rights. At our request, the insured will bring suit or transfer those

rights to us and help us enforce those rights.

10. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the "first named insured" shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "First named insured" means the person or organization first named in the Declarations. The "first named insured" is primarily responsible for the payments of all premiums, and will act on behalf of all other insureds for the giving and receiving of notice of cancellation and the receiving of any return premiums that become payable.
2. "Underlying insurance" means the liability insurance provided under the policy or policies shown in the Schedule of Underlying Insurance.
3. "Damages" means money damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Any endorsement addressing acts of terrorism (however defined) in any "underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

Injury or damage arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

- b.** The act resulted in damage:
 - (1)** Within the United States (including its territories and possessions and Puerto Rico); or
 - (2)** Outside of the United States in the case of:
 - (a)** An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b)** The premises of any United States mission; and
 - c.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 2.** "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".
- Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS COVERAGE PART

If excluded below, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or "wrongful act" arising out of:

EXCLUSION APPLIES	EXCLUSION DOES NOT APPLY	
--------------------------	---------------------------------	--

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Employee Benefits Liability |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Medical Payments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Personal Injury Protection required under State No Fault Insurance Laws |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Supplementary Uninsured/Underinsured Motorists |

The following are added to Section V- Definitions:

4. "Automobile Medical Payments" means reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily Injury" caused by an automobile accident.
5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. "Employee Benefits Liability" means coverage on account of any claims made against the insured by any employee, former employee or the beneficiaries or legal representatives thereof, and caused by the negligent act, error or omission of the insured or any other person for whose acts the insured is legally liable, which occurs during the policy period in the administration of the insured's employee benefits program.
 - a. The unqualified word "insured" includes not only the named insured but also any partner, executive office, director, stockholder or employee, provided such employee is authorized to act in the administration of the insured's employee benefit programs.
 - b. The term "employee benefits" shall mean group life insurance, group health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance.
 - c. The unqualified word "administration" means giving counsel, other than legal advice to employees with respect to the employee benefits programs, interpreting the employee benefit programs, handling the records in connection with the employee benefit programs & effecting enrollment, termination or cancellation of employees under the employee benefit programs. Provided all such acts are authorized by the named insured.
7. "General Liability Medical Payments" means medical expenses for "bodily Injury" caused by an accident on premises you own or rent or on ways next to premises you own or rent or because of your operations.
8. "Medical Payments" means both automobile medical payments and general liability medical payments.

9. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
10. Personal Injury Protection, applies to any motor vehicle on the underlying automobile policy which is designated in the declarations by the letters P.I.P. and a motor vehicle ownership of which is acquired during the policy period by you as a replacement therefore.
Personal Injury Protection benefits apply to "Bodily Injury" resulting from a motor vehicle "accident" and sustained by a person covered.
11. "Automobile Property Damage" and "General Liability Property Damage" mean;
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
12. Supplementary Uninsured/Underinsured Motorists:
Coverage provides you, or other person insured under your motor vehicles insurance policy, with the Statutory Uninsured Motorists Coverage, plus additional coverages.
13. "Wrongful Act" means any act, error or omission by an insured. All acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related – either logically, causally or temporally – shall be deemed to constitute one wrongful act, regardless of the number of claims or claimants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – INSURING AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to **SECTION 1 – COVERAGE**, paragraph **1. Insuring Agreement**:

This insurance does not apply whenever the underlying policy has been endorsed to provide coverage with any reduced limits different from the limits stated in the Schedule of Underlying Insurance, whether it be referred to as a sublimit, or on any other basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FALSE LIEN EXPENSE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS COVERAGE PART

SECTION I – COVERAGE, is amended by the addition of the following:

2. Exclusions

This insurance does not apply to:

Public Officials Liability - False Lien Expense Coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW YORK – LIMITED COVERAGE FOR UNMANNED
AIRCRAFT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS COVERAGE PART

SCHEDULE

Limit Of Insurance
Unmanned Aircraft Liability Aggregate Limit: \$
Underlying:
<input type="checkbox"/> Commercial General Liability:
<input type="checkbox"/> Law Enforcement Liability:

A. The Policy is amended by the addition of the following exclusion:

This insurance does not apply to:

Unmanned Aircraft

"Damages" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the event which caused the "damages" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply to "unmanned aircraft" to the extent that coverage is provided in B., below.

B. If coverage is provided in an underlying policy and an Unmanned Aircraft Liability Aggregate Limit is shown in the SCHEDULE above, the following provision is added to **SECTION III – LIMITS OF INSURANCE, 2.:**

Subject to the aggregate limit, the Unmanned Aircraft Liability Aggregate Limit shown in the SCHEDULE above is the most we will pay because of all "damages" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

C. With respect to the coverage provided by this endorsement, **SECTION III – LIMITS OF INSURANCE, 2.b.i.** is deleted.

D. The **DEFINITIONS** Section is amended by the addition of the following:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS COVERAGE PART

A. The exclusion below is added for all coverages, with the exception of any medical payments coverage, and replaces any existing exclusions related to electronic data and/or confidential or personal information.

This insurance does not apply to:

Cyber Injury, Electronic Data, And Confidential Or Personal Information

Damages, loss, costs and expenses, including all fines and penalties, arising out of:

- (1) "Cyber injury";
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";
- (3) Any access to, or loss, destruction, disclosure, disruption, inspection, modification, recording, release, review, use, collection, processing, or storage of, any person's or organization's confidential or "personal information", including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, biometric or health information or any other type of nonpublic information; or
- (4) Any claim, suit, or other legal proceeding, administrative action or hearing arising out of Paragraphs (1) through (3) above, including but not limited to those initiated prior to, or pending as of, the inception date of this policy.

B. The following definitions are added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Cyber injury" means any actual, alleged or suspected, intentional or unintentional, breach of or unauthorized access to any data, software, hardware, or computer system, wherever located, that results in:

- a. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- b. Inability to access any website or any computer system;
- c. Release, introduction, transmission or facilitation of any "malicious code";
- d. Forensic or investigative expenses;
- e. Extortion;

- f. "Certified acts of terrorism", unless you have elected to purchase terrorism coverage;
- g. Monitoring or notification costs or expenses;
- h. Crisis management or public relations expenses;
- i. Data or system recovery, repair, replacement or restoration expenses;
- j. Business interruption-related losses or expenses; or
- k. Losses arising out of fraudulent instructions transmitted by electronic means, including through social engineering.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Malicious code" means, but is not limited to, any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software program.

"Personal information" means any personally identifying information or data about an individual, as defined by foreign, federal, state or local laws, statutes or regulations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.