

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT - NEW YORK

The following amendments change the policy. Please read your entire policy for full details about your coverages.

DEFINITIONS

The definition of "property damage" is replaced by the following:

"Property damage" means physical injury to, destruction of or loss of use of property.

The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

1. Any vehicle shown in the Declarations or Schedule.
2. A "newly acquired vehicle".
3. Any vehicle you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.
4. Any "vehicle trailer" shown in the Declarations or Schedule and pulled by a vehicle shown in the Declarations or Schedule.

The definition of "classic vehicle" is replaced by the following:

"Classic vehicle" means:

1. A motor vehicle of unique or rare design and of limited production which was originally manufactured within the past 24 years and is an object of curiosity which is:
 - a. Maintained primarily for use in car club activities, exhibitions, parades, other functions of public interest or for a private collection, and
 - b. Used only infrequently for other purposes; or
2. A reproduction model of an "antique vehicle" or "classic vehicle" (as described in the Definitions of this policy). Reproduction model means:
 - a. Reproduction models of vehicles older than 24 years; or
 - b. All vehicles which have been substantially re-manufactured.

The definition of "regular use vehicle" is replaced by the following:

"Regular use vehicle" means a motor vehicle which is used for regular driving to work, school, shopping, errands or for general transportation and is not an "antique vehicle", "classic vehicle" or "exotic and special interest vehicle".

The following definitions are added:

"Exotic and special interest vehicle" means a motor vehicle typically manufactured within the past 14 years and because of its specific make, model year of manufacture, and exceptional physical condition, is considered to be increasing in value rather than depreciating in value.

The "exotic and special interest vehicle":

1. Is maintained primarily for use in exhibitions, parades, other functions of public interest or for a private collection; and
2. Is used only infrequently for other purposes.

For purposes of this definition, an "exotic and special interest vehicle" shall include all high performance or kit vehicles meeting the criteria set forth herein.

"Newly acquired vehicle":

1. "Newly acquired vehicle" means any "antique vehicle", "classic vehicle", or "exotic and special interest vehicle" you become owner of during the policy period.
2. Coverage for a "newly acquired vehicle" is provided as described below. If you ask us to insure a "newly acquired vehicle" after the specified time period described below has elapsed, any coverage we provide for a "newly acquired vehicle" will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except **PART D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO**, a "newly acquired vehicle" will have the broadest coverage we now provide for any vehicle shown in the Declarations or Schedule. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired vehicle" which is in addition to any vehicle shown in the Declarations or Schedule, you must ask us to insure it within 30 days after you become the owner. If a "newly acquired vehicle" replaces a vehicle shown in the Declarations or Schedule, coverage is provided for this vehicle without your having to ask us to insure it.
 - b. **PART D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO**, including Other Than Collision and/or Collision, for a "newly acquired vehicle" begins on the date you become the owner. However, for this coverage to apply for your additional or replacement vehicle:
 - 1) The vehicle must be in stock condition and not have been modified from the original manufactured design; and
 - 2) We must insure all of your collector vehicles.

The limit provided on a "newly acquired vehicle" will be the lesser of the following:

- 1) The purchase price;
- 2) The verifiable value; or
- 3) \$50,000.

This coverage applies before you give us notice of the "newly acquired vehicle", provided you asked us to insure it within 30 days of the date you became the owner.

"Paddock" includes the area at the racecourse where racing vehicles are parked. It does not include any pit area, or the track/course or its entrance or exit lanes.

"Digital network" means any system or service offered or utilized by a "transportation network company" that enables "TNC prearranged trips" with "transportation network company drivers".

"Transportation network company" or "TNC" means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to this article and is operating in New York state exclusively using a "digital network" to connect "transportation network company passengers" to "transportation network company drivers" who provide "TNC prearranged trips".

"Transportation network company driver" or "TNC driver" means an individual who:

1. Receives connections to potential "TNC passengers" and related services from a "transportation network company" in exchange for payment of a fee to the "transportation network company"; and
2. Uses a "TNC vehicle" to offer or provide a "TNC prearranged trip" to "transportation network company passengers" upon connection through a "digital network" controlled by a "transportation network company" in exchange for compensation or payment of a fee.

"TNC prearranged trip" or "TNC trip" means the provision of transportation by a "transportation network company driver" to a "TNC passenger" provided through the use of a "TNC's" "digital network":

1. Beginning when a "transportation network company driver" accepts a "TNC passenger's" request for a "TNC trip" through a "digital network" controlled by a "transportation network company";
2. Continuing while the "transportation network company driver" transports the requesting "TNC passenger" in a "TNC vehicle"; and
3. Ending when the last requesting "TNC passenger" departs from the "TNC vehicle".

The term "TNC prearranged trip" does not include transportation provided through any of the following:

1. Shared expense carpool or vanpool arrangements, including those as defined in Section 158-b of the New York Vehicle and Traffic Law; and
2. Use of a taxicab, livery, luxury limousine, or other for-hire vehicle as defined in the New York Vehicle and Traffic Law, Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law.

"Transportation network company vehicle" or "TNC vehicle" means a vehicle that is:

1. Used by a "transportation network company driver" to provide a "TNC prearranged trip" originating within the state of New York; and
2. Owned, leased or otherwise authorized for use by the "transportation network company driver";
3. Such term shall not include:
 - a. A taxicab, as defined in Section 148- a of the New York Vehicle and Traffic Law and Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
 - b. A livery vehicle, as defined in Section 121-e of the New York Vehicle and Traffic Law, or as otherwise defined in local law;
 - c. A black car, limousine, or luxury limousine, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
 - d. A for-hire vehicle, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
 - e. A bus, as defined in Section 104 of the New York Vehicle and Traffic Law;
 - f. Any motor vehicle weighing more than six thousand five hundred pounds unloaded;
 - g. Any motor vehicle having a seating capacity of more than seven passengers; and
 - h. Any motor vehicle subject to Section 370 of the New York Vehicle and Traffic Law.

"Transportation network company passenger" or "TNC passenger" means a person or persons who use a "transportation network company's" "digital network" to connect with a "transportation network company driver" who provides "TNC prearranged trips" to the "TNC passenger" in the "TNC vehicle" between points chosen by the "TNC passenger".

PART A – LIABILITY COVERAGE

Under the **Insuring Agreement**, Paragraph A. is replaced by the following:

- A. We will pay damages for "bodily injury", including damages for care and loss of services, or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured." We will settle or defend, as we consider appropriate, any claim or suit asking for damages which are payable under the terms of the policy. This applies even if the claim or suit is groundless. In addition to our limit of liability, we will pay all defense costs we incur.

Under the **Supplementary Payments** provision, the following is added:

Expenses incurred by an "insured" for first aid to others at the time of the accident.

All costs taxed against an "insured" in any suit we defend.

These payments will not reduce the limit of liability.

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Under the **Exclusions** provision, the following changes are made:

Exclusions 1., 3., 6. and 7. are replaced by the following:

We do not provide Liability Coverage for any person:

1. Who intentionally causes, or directs another person to cause, "bodily injury" or "property damage".
3. For damage to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of; that person.

This Exclusion 3. does not apply to damage:

- a. To a residence or private garage;
- b. To any of the following type vehicles not rented to, owned by or furnished or available for the regular use of you or any "family member":
 - 1) Private passenger autos;
 - 2) "Trailers";
 - 3) Pickups or vans.
- c. Up to \$2,000 to any "trailer" not owned by or furnished or available for the regular use of you or any "family member" if liability for such damage is assumed under a written rental contract.
6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion 6. does not apply to the ownership, maintenance or use of "your covered auto" by:

 - a. You;
 - b. Any "family member"; or
 - c. Any partner, agent or employee of you or any "family member".
7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion 6. This Exclusion 7. does not apply to the maintenance or use of an:
 - a. "Antique vehicle", "classic vehicle", or "special interest vehicle"; or
 - b. "Trailer" used with a vehicle described in Exclusion 7.a. above.

Exclusion 5. is amended as follows:

This Exclusion 5. does not apply to a share-the-expense car pool.

Exclusions 9. and 10. are deleted.

The following Exclusion is added:

We do not provide Liability Coverage for any "insured" for that "insured's" liability arising out of the ownership or operation of a motor vehicle while the motor vehicle is used by a "transportation network company driver" who is logged onto the "transportation network company's" "digital network" but is not engaged in a "transportation network company prearranged trip" or while the driver provides a "transportation network company prearranged trip".

Under the **Limit of Liability** provision, if the limit of liability shown in the Declarations or Schedule is equal to or greater than \$160,000, the **Limit of Liability** provision is replaced by the following:

LIMIT OF LIABILITY

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

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

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

- a. "Insureds";
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations or Schedule; or
- d. Vehicles involved in the auto accident.

Under the **Limit of Liability** provision, if the limit of liability shown in the Declarations or Schedule is less than \$160,000, the **Limit of Liability** provision is replaced by the following:

LIMIT OF LIABILITY

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

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

This provision will not change our total limit of liability.

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

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

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

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

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

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

- a. "Insureds";
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations or Schedule; or
- d. Vehicles involved in the auto accident.

The **Out of State Coverage** provision is replaced by the following:

OUT OF STATE COVERAGE

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

- A. If the state or Canadian province has:

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1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations or Schedule, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or Canadian province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

The **Other Insurance** provision is replaced by the following:

OTHER INSURANCE

If there is other valid and collectible liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any other valid and collectible insurance, including physical damage insurance provided under this or any other policy.

The following provision is added:

FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

If this policy is issued to a federal employee using an auto in government business, the following provision is added:

The following are not "insureds" under **PART A**:

1. The United States of America or any of its agencies.
2. Any person with respect to "bodily injury" or "property damage" resulting from the operation of an auto by that person as an employee of the United States Government. This applies only to the extent that coverage and protection are provided pursuant to Section 2679 of Title 28 of the United States Code.

PART B – MEDICAL PAYMENTS COVERAGE

PART B is replaced by the following:

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury:"
1. Caused by accident; and
 2. Sustained by an "insured."

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

- B. "Insured" as used in this Part means:

1. You or any "family member:"
 - a. While "occupying;" or
 - b. As a pedestrian when struck by;

a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto."

EXCLUSIONS

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

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion 2. does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.

4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury."
5. Sustained while "occupying," or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while "occupying," or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member;" or
 - b. Furnished or available for the regular use of any "family member."

However, this Exclusion 6. does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that that person is entitled to do so.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured." This Exclusion 8. does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van that you own; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Sustained while "occupying" "your covered auto" when it is:
 - a. Involved in any prearranged, organized, or spontaneous race or involved in:
 - 1) Preparation for a race of this type, but only while in any pit area, on the track or racecourse or its entrance or exit lanes; or
 - 2) Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.
 - b. Being used at a:
 - 1) Racing facility; or
 - 2) Facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of "your covered auto" at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, paragraphs a.1) and b. of this exclusion do not apply while "your covered auto" is:

 - 1) In a race facility's "paddock" area or a specified show display area;
 - 2) Being trailered from one location to another;
 - 3) Used by you to attend a racing event as a spectator;
 - 4) Being operated for purposes of display in any pre- or post-race parade laps; or
 - 5) Involved in an organized event on open, public roads while operated within legal speed.

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- c. Being used to prepare, practice or qualify for, or participate in, any of the following activities, regardless of where they take place:
- 1) Forced hydraulic bouncing competitions or exhibitions;
 - 2) Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
 - 3) Stereo thumping competitions or exhibitions; or
 - 4) Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, paragraph c. of this exclusion does not apply while "your covered auto" is:

- 1) In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this paragraph;
 - 2) Being trailered from one location to another; or
 - 3) Used by you to attend an event as a spectator.
12. While the motor vehicle is used by a "transportation network company driver" who is logged onto the "transportation network company's" "digital network" but is not engaged in a "transportation network company prearranged trip" or while the driver provides a "transportation network company prearranged trip".
13. Sustained while "occupying" "your covered auto" or any other vehicle in any type of activity associated or connected with any personal vehicle sharing program, use or activity. This exclusion does not apply to a share-the-expense car pool.

For purposes of this exclusion personal vehicle sharing program means a group or legal entity engaged in the business or activity of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals other than the vehicle's owner.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations or Schedule for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
1. "Insureds;"
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations or Schedule; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. **PART A** of this policy; and
 2. Any Statutory Uninsured Motorists Coverage or Supplementary Uninsured/Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C - UNINSURED MOTORISTS COVERAGE

PART C is deleted. Please refer to the endorsement entitled **Uninsured Motorists Endorsement – New York**.

PART D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The following provisions are added and apply in place of any conflicting policy provision:

MANDATORY INSPECTION

A. We have the right to inspect any:

1. Private passenger auto; or
2. Pickup or van;

which you insure or intend to insure for **PART D** under this policy.

This right applies only to the extent authorized by Regulation 79, as amended.

B. **PART D**, including Other Than Collision and/or Collision, for a "newly acquired vehicle" begins on the date you become the owner. However, for this coverage to apply for your additional or replacement vehicle:

1. The vehicle must be in stock condition and not have been modified from the original manufactured design; and
2. We must insure all of your collector vehicles.

The limit provided on a "newly acquired vehicle" will be the lesser of the following:

1. The purchase price;
2. The verifiable value; or
3. \$50,000.

This coverage applies before you give us notice of the "newly acquired vehicle", provided you asked us to insure it within 30 days of the date you became the owner.

C. When we require an inspection, you must:

1. Cooperate; and
2. Make the vehicle available for the inspection.

AUTO REPAIRS

When there is a loss to "your covered auto" covered under **PART D**, we:

A. May not:

1. Condition payment on repair;
2. Require that repairs be made by a particular repair shop or concern.

B. Are entitled to the following:

1. A completed "Certification of Auto Repairs;"
2. An itemized repair bill prepared by the repairer, if "your covered auto" is repaired; and
3. An inspection of "your covered auto" whether or not you have it repaired.

RECOVERY OF STOLEN OR ABANDONED AUTOS

We have the right to take custody of "your covered auto" for safekeeping when:

- A. It is stolen or abandoned; and
- B. We find out where it is.

The **Limit of Liability** provision is replaced by the following:

- A. We will pay the limit shown under **PART D** in the Declarations or Schedule for each scheduled vehicle, which is agreed to be Guaranteed Value[®] of "your covered auto", inclusive of applicable sales tax, in case of a total loss or "constructive total loss".

- B. For all other loss or damage to “your covered auto”, we will pay the amount necessary to repair or replace the property, whichever is less, with similar kind and quality, but we will not pay more than the Guaranteed Value® per vehicle shown under **PART D** in the Declarations or Schedule.

The **Payment of Loss** provision is replaced by the following:

PAYMENT OF LOSS

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

1. You; or
2. The address shown in this policy.

If we return stolen property, we will pay for any damage resulting from the loss. We may keep at the Guaranteed Value® or appraised value all or part of:

1. The stolen property; or
2. The property we determine to be a total loss or a “constructive total loss”.

When there is a loss to “your covered auto” under this **PART D**, we may not require that repairs be made by a particular repair shop or concern.

Under the **Exclusions** provision, the following changes are made:

A.1. adds the following:

However, this exclusion (1.) does not apply to dampness, mildew, mold, rot or rust damage if it results from a covered loss.

A.11. is deleted.

The following Exclusions are added:

We will not pay for:

Loss caused by or resulting from “your covered auto” being:

- a. Involved in any prearranged, organized, or spontaneous race or involved in:
 - 1) Preparation for a race of this type, but only while in any pit area, on the track or racecourse or its entrance or exit lanes; or
 - 2) Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device

- b. Being used at a:
 - 1) Racing facility; or
 - 2) Facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of “your covered auto” at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, paragraphs a.1) and b. of this exclusion do not apply while “your covered auto” is:

- 1) In a race facility’s “paddock” area or a specified show display area;
- 2) Being trailered from one location to another;
- 3) Used by you to attend a racing event as a spectator;
- 4) Being operated for purposes of display in any pre- or post-race parade laps; or
- 5) Involved in an organized event on open, public roads while operated within legal speed.
- c. Being used to prepare, practice or qualify for, or participate in, any of the following activities, regardless of where they take place:

- 1) Forced hydraulic bouncing competitions or exhibitions;
- 2) Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
- 3) Stereo thumping competitions or exhibitions; or
- 4) Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, paragraph c. of this exclusion does not apply while "your covered auto" is:

- 1) In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this paragraph;
- 2) Being trailered from one location to another; or
- 3) Used by you to attend an event as a spectator.

Loss to "your covered auto" which occurs while the motor vehicle is used by a "transportation network company driver" who is logged onto the "transportation network company's" "digital network" but is not engaged in a "transportation network company prearranged trip" or while the driver provides a "transportation network company prearranged trip".

Loss that results from, arises out of, or is related to any person operating or using "your covered auto" in any type of activity associated or connected with any personal vehicle sharing program, use or activity. This Exclusion 5. does not apply to a share-the-expense car pool. For purposes of this exclusion personal vehicle sharing program means a group or legal entity engaged in the business or activity of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals other than the vehicle's owner.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

PART E is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us, except as provided in Paragraph E.

- A. We must be notified as soon as reasonably possible of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

Notice to our authorized agent shall be deemed notice to us. In addition, any written notice given by or on behalf of any claimant to our authorized agent, containing particulars sufficient to identify you, shall be deemed notice to us.

- B. A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. As soon as reasonably possible, send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Do not admit fault or assume any obligation to other persons.
 4. Do nothing that would prejudice our rights or interests or our ability to provide a defense.
 5. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
 - a. Physical exams by physicians we select. We will pay for these exams.
 - b. Examination under oath, by video and/or audio recording, and subscribe the same.
 - c. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present.
 - d. Your spouse, any "family member" and/or any person related to you who resides with you to submit to examination to help us to obtain relevant information, even if that person is not making a claim under this policy.

6. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
7. Submit written proof of loss when required by us.
- C. A person seeking **Uninsured Motorists Coverage** must also:
 1. As soon as reasonably possible, notify the police if a hit and run driver is involved.
 2. As soon as reasonably possible, send us copies of the legal papers if a suit is brought.
- D. A person seeking **PART D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO** must also:
 1. Take reasonable steps after loss to protect "your covered auto" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. As soon as reasonably possible, notify the police if "your covered auto" is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.
 4. Produce, if requested, the remains of the insured property.
- E. Failure to give notice to us as required under this policy within the time specified shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

PART F - GENERAL PROVISIONS

The **Regular Use Vehicle Requirement** provision is replaced by the following:

REGULAR USE VEHICLE REQUIREMENT – PURCHASING & MAINTAINING OTHER INSURANCE COVERAGE FOR YOU AND YOUR REGULAR USE VEHICLE

As a condition of the issuance of this policy, you have represented and agreed that you own a "regular use vehicle" listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:

1. Be in-force with at least the types and amounts of coverage elected by you for this policy.
2. Satisfy all minimum state insurance requirements, including but not limited to minimum requirements for liability coverage, uninsured motorist coverage and underinsured motorist coverage (as may be required by law), and personal injury protection ("PIP") coverage (in states where PIP is required).
3. Remain in-force as described in 1. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability (except for reduction of the aggregate limits therein in connection with an accident or loss solely by amounts paid in settlement of claims or in satisfaction of awards or judgments), with respect to your "regular use vehicle" and any other vehicle not listed on this policy but that is owned by and/or furnished or available for the regular use of, you, a "family member" or a relative who resides with you.
4. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of "your covered auto" for which this policy applies.
5. If there is other coverage, or similar type of insurance or source of recovery, that applies or is available under one or more policies, coverage under this policy, subject to the limits of liability, shall be excess to any other policy or source of recovery, whether that insurance is considered primary, secondary or excess. This does not apply to:
 - a. An accident that occurs while an "insured" is "occupying" "your covered auto"; or
 - b. A loss to "your covered auto".

6. If there is other insurance with the same priority as this coverage, we will not pay more than our share of the covered damages or loss. Our share of the covered damages or loss is the proportion that our limit of coverage bears to the total of all applicable limits with the same priority as this coverage.
7. Duplicate payments will not be allowed or made for the same element of damages, expense or loss that has been or will be paid by any other coverage under this policy, any other policy or by any other source.

The **Racing** provision is deleted.

The **Private Pleasure Use** provision is deleted.

The **Concealment or Fraud** provision is replaced by the following:

CONCEALMENT OR FRAUD

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

However, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages result from an accident which is otherwise covered under this policy.

Under the **Legal Action Against Us** provision, Paragraph C. is replaced by the following, and Paragraph D. is added:

- C. With respect to "bodily injury" claims, if we deny coverage or do not admit liability because an "insured", the injured person, someone acting for the injured person or other claimant fails to give us notice as soon as reasonably possible, 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 non-admission of liability is based on the failure to provide notice as soon as reasonably possible.

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.
- D. If we fail to pay damages for "bodily injury" or "property damage" for which the "insured" becomes legally responsible because of an auto accident within 30 days from the date notice of entry of judgment is served on the "insured" or the "insured's" attorney and us, then an action may be maintained against us for the amount of judgment, up to the limit of liability shown in the Declarations or Schedule for which coverage is provided under this policy.

However, Paragraph D. does not apply during a stay or limited stay of execution against the "insured" on such judgment.

Under the **Payment of Loss** provision, Paragraph 2. is replaced with the following:

2. If we pay a total loss or a "constructive total loss" for any of "your covered auto(s)" shown in the Declarations or Schedule, all coverage under this policy for such covered auto(s) will terminate simultaneously upon payment of the loss. The amount we will pay for a total loss or "constructive total loss" of "your covered auto(s)" shall be reduced by any amount previously paid for repairs not completed at the time of the total loss or "constructive total loss".

Under the **Termination** provision, the following changes are made:

Cancellation, 2. and 3. are replaced by the following, and 4. and 5. are added:

2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 15 days' notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days' notice in all other cases.

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

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

Nonrenewal is replaced by the following:

Nonrenewal.

1. If we decide not to renew or continue this policy, we will (subject to the laws of New York) mail notice to the named insured shown in the Declarations.
2. If we have the right not to renew or continue this policy, we may instead condition renewal upon:
 - a. Change of limits; or
 - b. Elimination of any coverage;
 not required by law. This applies only if we mail notice to the named insured shown in the Declarations.
3. The notice required by Parts 1. and 2. of this section must:
 - a. Be mailed to the address shown in this policy at least 45 but not more than 60 days before the end of the policy period; and
 - b. State or include the reason for our action.
4. We are not required to mail notice of nonrenewal to the named insured shown in the Declarations if we are given written notice that this policy:
 - a. Has been replaced; or

b. Is no longer wanted.

This written notice may be given to us by:

- a. You;
- b. Another insurer; or
- c. Your representative.

Automatic Termination is deleted.

The **Other Insurance Policies** provision is replaced by the following:

OTHER INSURANCE POLICIES

This policy provides coverage for “your covered auto”. Any other vehicle you own should be insured by a separate policy. In no event will this policy provide coverage for any vehicle other than “your covered auto”.

Under the **Two or More Auto Policies** provision, the following is added:

This provision does not apply to Liability Coverage.

The **State Law** provision is replaced by the following:

STATE LAW

If any policy exclusion, limitation, term, condition or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition or other policy provision will be changed to the extent necessary to conform to the law.

The **Amendatory Endorsements** provision is deleted.

The following is added:

EXCESS COVERAGE

Coverage under this policy applies on a primary basis only with respect to “your covered auto” and shall be co-primary on a pro rata basis with any other insurance, self-insurance, bonds or certificate that applies on a primary basis.

All other policy provisions apply.