

## SPLIT LIABILITY LIMITS - NEW YORK

### PART A - LIABILITY COVERAGE

Part **A** is amended as follows:

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

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

Paragraph **A.** of the **Limit Of Liability** Provision is replaced by the following:

#### **LIMIT OF LIABILITY**

1. The limit of Bodily Injury Liability shown in the Declarations for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death, resulting from any one auto accident for:
  - a. "Bodily injury" not resulting in death of any one person; and
  - b. "Bodily injury" resulting in death of any one person.
2. The limit of Bodily Injury Liability shown in the Declarations for each accident is our maximum limit of liability for all damages resulting from any one auto accident for:
  - a. "Bodily injury" not resulting in death, subject to the limit for each person; and
  - b. "Bodily injury" resulting in death, subject to the limit for each person.

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

3. The limit of Property Damage Liability shown in the Declarations for each accident is our maximum limit of liability for all "property damage" resulting from any one auto accident.

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
- d. Vehicles involved in the auto accident.

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

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

Paragraph **A.** of the **Limit Of Liability** Provision is replaced by the following:

#### **LIMIT OF LIABILITY**

The limit of:

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

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

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

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

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

**C.** Paragraph **B.** of the **Limit Of Liability** Provision is replaced by the following:

- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B of this policy.