



Amendment of Private Fleet Automobile Provisions – New York

This endorsement changes the policy. Please read it carefully

I. DEFINITIONS

The **Definitions** Section is amended as follows:

A. Paragraph **H.**, "property damage" is replaced by the following:

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

B. Section **J.4.** of the definition of "your covered auto" is replaced by the following:

4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (**J.4.**) does not apply to Coverage For Damage To Your Auto. Refer to the definition of "non-owned auto" in Part **D** – Coverage For Damage To Your Auto.

C. Definition **K.** is replaced by the following:

K. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van that is predominantly used for non-business purposes.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for the coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if Collision Coverage applies to at least one auto listed on the Declarations. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if Collision Coverage does not apply to at least one auto. If you comply with the four day requirement and a loss occurs before you ask us to insure the "newly acquired auto", a collision deductible of \$500 will apply.



Amendment of Private Fleet Automobile Provisions – New York

Page 2

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if Other Than Collision Coverage applies to at least one auto listed on the Declarations. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if Other Than Collision Coverage does not apply to at least one auto. If you comply with the 4 day requirement and a loss occurs before you ask us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.
- D. The following definitions are added:
 - L. "Collector auto" means any "classic vehicle", "exotic vehicle" or "antique vehicle" shown in the Declarations that is:
 - 1. maintained primarily for use in car club activities, parades, exhibitions, other functions of public interest or for a private collection; and
 - 2. used infrequently for other purposes.
 - M. "Antique vehicle" means a vintage auto or motor cycle manufactured more than 25 years prior to the current year.. Antique vehicles are rarely driven and typically transported by trailer.
 - N. "Classic vehicle" means a motor vehicle of limited production or availability, unique or rare design, and recognized for its aesthetic value. For purposes of this policy, a classic vehicle also includes a reproduction of a collector auto.
 - O. "Exotic vehicle" means a motor vehicle that is less than 20 years old that has not been altered from its original factory specifications. Exotic vehicles are of unique design and are part of a limited production. An exotic vehicle's value is derived in part from its performance and the artistic nature of its bodywork and interior.
 - P. "Regular use vehicle" means a vehicle used for general transportation, including:
 - 1. Driven to work, school or to perform errands; or
 - 2. Used during the course of your business or occupation; or
 - 3. Used as a substitute or back-up for any vehicle used as 1. or 2. above.
- E. The following is added:

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

II. PART A – LIABILITY COVERAGE

Part A is amended as follows:

- A. Paragraph A. of the **Insuring Agreement** is replaced by the following:

INSURING AGREEMENT

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.

- B. The following are added to Supplementary Payments:



Amendment of Private Fleet Automobile Provisions – New York

Page 3

We will pay on behalf of an "insured":

6. Expenses incurred by an "insured" for first aid to others at the time of the accident.
7. All costs taxed against an "insured" in any suit we defend.

C. Exclusions **A.1.** and **A.3.** are replaced by the following:

We do not provide Liability Coverage for any "insured":

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

This Exclusion (**A.3.**) does not apply to "property damage":

- a. To a residence or private garage;
- b. To any vehicle **NOT:**
 - (1) Rented to;
 - (2) Owned by; or
 - (3) Furnished or available for the regular use of:
you or any "family member", if the vehicle is one of the following types:
 - (1) Private passenger autos;
 - (2) "Trailers"; or
 - (3) Pickups or vans; or
- 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.

D. Exclusion **A.9.** does not apply.

E. The following Exclusion is added:

We do not provide Liability Coverage for any "insured":

10. For "bodily injury" to the spouse of that "insured". However, we will provide Liability Coverage for an "insured" if named as a third party defendant in a legal action commenced by his or her spouse against another party.

F. Exclusion **B.3.** is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of:

3. 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 (**B.3.**) does not apply to your maintenance or use of any vehicle which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".



Amendment of Private Fleet Automobile Provisions – New York

Page 4

G. Exclusion **B.4.** does not apply.

H. 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.

I. 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.



Amendment of Private Fleet Automobile Provisions – New York

Page 5

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.

J. 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.

K. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other valid and collectible 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.

L. 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.

III. PART B – MEDICAL PAYMENTS COVERAGE

Paragraph **B.** of the Limit Of Liability Provision of Part **B** 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:
 1. Part **A** of this policy; and
 2. Any Statutory Uninsured Motorists Coverage or Supplementary Uninsured/Underinsured Motorists Coverage provided by this policy.



Amendment of Private Fleet Automobile Provisions – New York

Page 6

IV. PART C – UNINSURED MOTORISTS COVERAGE

Part C does not apply.

V. PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

- A.** The following is added to Paragraph C. of the Insuring Agreement:
However, "non-owned auto" does not include any vehicle which is:
1. Owned by and registered to a person engaged in the business of renting or leasing vehicles; and
 2. Rented or leased, without a driver, to you or any "family member".
- B.** The **TRANSPORTATION EXPENSES** Provision is replaced by the following:
TRANSPORTATION EXPENSES AND TEMPORARY EMERGENCY LIVING
1. In addition, we will pay, without application of a deductible, up to a maximum of \$5,000 for reasonable additional expenses you incur for:
 - a. Transportation expenses;
 - b. Meals, lodging and phone expenses if you are more than 50 miles from your closest residence; and
 - c. Expenses for which you become legally responsible in the event of a loss to a "non-owned auto".We will pay for such expenses if the loss is caused by:
 - (1) Other than "collision" only if Other Than Collision Coverage is provided for an auto on your Declarations.
 - (2) "Collision" only if Collision Coverage is provided for an auto on your Declarations.
 2. Our payment will be limited to that period of time reasonably required to repair "your covered auto" or "non-owned auto". In the event of a total loss, our payment will be limited to that period of time until we pay the loss.
- C.** The following provisions are added and apply in place of any conflicting policy provision:
MANDATORY INSPECTION
1. We have the right to inspect any:
 - a. Private passenger auto; or
 - b. Pickup or van;which you insure or intend to insure for Coverage For Damage To Your Auto under this policy.
This right applies only to the extent authorized by Regulation 79, as amended.
 2. We do not provide Coverage For Damage To Your Auto for any additional or replacement vehicle you acquire until after you:
 - a. Notify us; and
 - b. Request coverage for that vehicle.However, this Provision (2.) does not apply to a replacement vehicle for the 3 day period beginning on the date you become the owner if:



Amendment of Private Fleet Automobile Provisions – New York

Page 7

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

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

- a. Saturday;
 - b. Sunday; or
 - c. Legal holiday.
3. When we require an inspection you must:
 - a. Cooperate; and
 - b. Make the vehicle available for the inspection.

AUTO REPAIRS

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

1. May not:
 - a. Condition payment on repair;
 - b. Require that repairs be made by a particular repair shop or concern; and
2. Are entitled to the following:
 - a. A completed "Certification of Auto Repairs";
 - b. An itemized repair bill prepared by the repairer, if "your covered auto" is repaired; and
 - c. 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:

1. It is stolen or abandoned; and
2. We find out where it is.

WAIVER OF COLLISION DEDUCTIBLE

When there is a loss to "your covered auto" insured for Collision Coverage under this policy, we will pay the full Collision Coverage deductible if:

1. The loss involves an "uninsured motor vehicle", as the term is defined in the Uninsured Motorist Coverage endorsement; and
2. You are legally entitled to recover the full amount of the loss from the owner or operator of the "uninsured motor vehicle".
3. the loss was caused by a "collision" with another auto insured by us.

Subject to the above, if you are legally entitled to recover only a percentage of the loss, we will pay that percentage of your deductible. If the amount of the loss is less than your deductible, we will pay the percentage of the loss you are legally entitled to recover.

In no event will we pay more than the amount of the loss.

The Arbitration and Duties after an Accident or Loss Provisions on the Uninsured Motorists Coverage endorsement apply to the Waiver of Collision Deductible Provision.



Amendment of Private Fleet Automobile Provisions – New York

Page 8

COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG

We will pay the full cost to repair or replace an airbag system that accidentally deploys and is not caused by a collision or other than collision loss. There is no deductible for this coverage.

AUTO LOCK COVERAGE

If the keys to "your covered auto" or "non-owned auto" are lost or stolen, and we are notified of the loss within 72 hours, we will pay up to \$1,500 for the following:

1. The cost to replace or duplicate keys; or
2. The labor costs to retrieve keys accidentally locked in the vehicle; or
3. The cost to re-key the locks when the vehicle is stolen and then recovered or the keys are lost or stolen.

There is no deductible for this coverage.

TOWING COVERAGE

If "your covered auto" is disabled as a result of a covered loss, we will pay the reasonable cost to tow "your covered auto" to a repair facility and for labor performed at the place of disablement.

SPARE PARTS

We will pay up to \$1,000 in total if spare parts you own as replacement parts for your "collector auto" are lost or damaged unless an exclusion applies. There is no deductible for this coverage.

D. The Exclusions Provision is amended as follows:

Exclusion 5. does not apply.

E. The following Exclusions are added

14. The actual or perceived loss in market or resale value of an auto which results from a direct or accidental loss.
15. Loss to a "collector auto" caused by insects, birds or vermin, inherent defect, dampness, mildew, mold, rot or rust, temperature extremes or gradual deterioration.
This Exclusion 15. does not apply to loss to a "collector auto" caused by dampness, mildew, mold, or rot if such damage is a result of a covered loss.
16. Loss to a "collector auto" caused by any repairing, renovating or refinishing process unless the process results in a fire or explosion. We will only pay for the damage caused by the fire or explosion.

F. The Limit of Liability Provision is replaced by the following:

1. Our limit of liability for loss will be the lesser of the:
 - a. The Agreed Value stated in the Declarations or, for any auto without an Agreed Value stated in the Declarations, the actual cash value of the stolen or damaged property;
 - b. Amount necessary to repair or replace the damaged or stolen parts without application of depreciation; or
 - c. \$1,500 for loss to any "Non-owned auto" that is a trailer.

However, our payment will be reduced by any amount paid for a previous loss to the same vehicle if the prior damage has not been repaired.



Amendment of Private Fleet Automobile Provisions – New York

Page 9

2. Any applicable deductible shown in the Declarations will reduce our payment for loss. In the event of a Total Loss, no deductible will apply if an Agreed Value is stated in the Declarations.
3. An auto will be considered a Total Loss when:
 - a. The costs of labor and parts to repair the auto plus the salvage value are greater than or equal to the Agreed Value or the actual cash value for an auto without an Agreed Value stated in the Declarations; or
 - b. The entire auto is stolen, not recovered and we offer to settle the loss.

G. The Payment Of Loss Provision is replaced by the following:

PAYMENT OF LOSS

We may pay for loss 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 an agreed or appraised value all or part of:

1. The stolen property; or
2. 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, we may not require that repairs be made by a particular repair shop or concern.

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

H. The **Appraisal** Provision is replaced by the following:

1. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute. The demand must be in accordance with the Mediation provision found in part F of the policy. Mediation must be completed before a demand for appraisal can be made.
2. In the event of a demand for appraisal, each party will select an impartial appraiser. The appraisers will state separately the actual cash value and the amount of the loss. If they fail to agree, they will submit their differences to the umpire. The two appraisers will select an umpire. A decision agreed to by any two will be binding. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the expenses of the appraisal and the umpire equally.
3. We do not waive any of our rights under this policy by agreeing to an appraisal.

VI. PART E – DUTIES AFTER AN ACCIDENT OR LOSS

Duties **A.**, **B.2.**, and **C.** are replaced by the following:

- 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.
- B.** A person seeking any coverage must:
 2. Send us copies of any notices or legal papers received in connection with the accident or loss as soon as reasonably possible.



Amendment of Private Fleet Automobile Provisions – New York

Page 10

- C. A person seeking Uninsured Motorists Coverage must also:
 - 1. Notify the police as soon as reasonably possible if a hit-and-run driver is involved.
 - 2. Send us copies of the legal papers as soon as reasonably possible if a suit is brought.

VII. PART F – GENERAL PROVISIONS

Part F is amended as follows:

- A. The following is added to the **Fraud** Provision:

FRAUD

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.

- B. The **Legal Action Against Us** Provision is replaced by the following:

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
 - 1. We, by written agreement with the "insured" and the claimant, agree that the "insured" has an obligation to pay; or
 - 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

- C. The **Policy Period and Territory** Provision is replaced by the following:

POLICY PERIOD AND TERRITORY

- 1. This policy applies only to accidents and losses which occur:
 - a. During the policy period as shown in the Declarations; and
 - b. Anywhere in the world.
- 2. If you borrow, lease or rent, a "non-owned auto" outside the United States, its territories or possessions, Puerto Rico, or Canada, the coverage provided by this policy will apply to the use or operation of that vehicle by you or any "family member" provided:
 - a. That the mandated insurance is purchased or provided for the vehicle being operated, as defined by the country or jurisdiction. . Our limit of liability will be only the part of a covered loss that exceeds the limit of liability of that policy.

In other countries such as Mexico, liability coverage must be purchased from a locally licensed insurance company to meet the liability requirements of that country. Failure to comply with this requirement may leave you uninsured with regard to liability coverage under the local law and subject to fines and other penalties.

- b. The use, lease or rental, of the "non-owned auto" is for a period less than 90 days.

This coverage also applies to a temporarily relocated "covered auto" and "newly acquired vehicles."

- D. The **Termination** Provision is replaced by the following:



Amendment of Private Fleet Automobile Provisions – New York

Page 11

TERMINATION

Cancellation

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

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

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

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will (subject to the laws of New York) cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of any driver who customarily uses "your covered auto" has been suspended or revoked. This provision:
 - (1) Does not apply to:
 - (a) A suspension issued under Section 510(b)(1) of the vehicle and traffic law; or
 - (b) 1 or more administrative suspensions from the same incident which terminate prior to the effective date of cancellation.
 - (2) Applies only to a suspension or revocation that occurred:
 - (a) During the policy period; or
 - (b) Since the last anniversary of the original effective date if the policy period is other than 1 year.
 - c. For discovery of fraud or material misrepresentation in:
 - (1) Obtaining the policy; or
 - (2) Presenting a claim.

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

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.



Amendment of Private Fleet Automobile Provisions – New York

Page 12

NONRENEWAL

1. If we decide not to renew or continue this policy, we will (subject to the insurance law of New York) mail notice to the named insured shown in the Declarations. However, our right not to renew or continue this policy will be subject to the requirements of Section 3425 of the insurance law of New York.
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.

OTHER TERMINATION PROVISIONS

1. A United States Postal Service certificate of mailing of any notice shall be sufficient proof of notice.
 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- E. The following is added to the **Two Or More Auto Policies** Provision:

TWO OR MORE AUTO POLICIES

This provision does not apply to Part A – Liability Coverage.

- F. The following provisions are added:

NOTICE

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.



Amendment of Private Fleet Automobile Provisions – New York

Page 13

MEDIATION

In any claim filed with us for:

1. Loss resulting from “bodily injury” in an amount of \$10,000 or less;
2. “Property damage”; or
3. Loss to “your covered auto” or any “non-owned auto”;

Either party may demand mediation of the claim, prior to taking legal action. The request must state:

1. Why mediation is being requested; and
2. The issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within 7 days after a party has given notice of a demand to mediate the dispute, any party may apply to the JAMS Mediation Service, or such other organization or person agreed to by the parties in writing, for appointment of a mediator.

The mediator will notify the parties of the date, time and place of the mediation conference. This conference will be held within 45 days of the mediation request. If feasible, the conference may be held by telephone.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

1. Have authority to make a binding decision; and
2. Mediate in good faith.

If the mediator determines that both parties have mediated in good faith, the costs of the mediation shall be shared equally by both parties