



ACADEMIA ANTONIA ALONSO INC  
4403 LANCASTER PIKE  
BARLEY MILL PLAZA - BLDG #26  
WILMINGTON, DE 19805

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Dear Policyholder:

As your local independent agent and on behalf of the employees of The Hanover Insurance Group from coast to coast, thank you for placing your insurance coverage with us.

Since 1852 Hanover has provided quality insurance protection for businesses large and small. Today, nearly a million people insure their automobiles, homes, boats, businesses and more with one of The Hanover Insurance Group's fine companies.

Hanover has a very simple corporate goal: To provide affordable insurance to responsible safety-minded customers - customers like you. We are proud of the excellent rating Hanover has earned within our industry and of their reputation for treating customers responsibly.

Your renewal policy has been prepared with care. Please take time to review it, including your new Declarations Page which illustrates your coverage selections and limits of protection. If you have any questions, please contact us.

Sincerely,

ARTHUR C HALL, INC  
ARTHUR HALL INSURANCE  
PO BOX 512  
WEST CHESTER, PA 19381  
610-696-2394

**TO:** COMMERCIAL PROPERTY/CASUALTY POLICYHOLDERS  
**FROM:** THE HANOVER INSURANCE GROUP,  
MASSACHUSETTS BAY INSURANCE COMPANY, OR  
CITIZENS INSURANCE COMPANY OF AMERICA  
CITIZENS INSURANCE COMPANY OF ILLINOIS  
**SUBJECT:** AVAILABILITY OF LOSS CONTROL SERVICES

Virtually every business concern continually seeks out methods to reduce the cost of conducting business.

The cost of accidents due to motor vehicle operation and defective products and those that result in employee injury, liability to third parties and property damage can harm your business profitability and competitive advantage.

The Loss Control Department of The Hanover Insurance Group offers a wide range of products and services to assist you in your safety efforts.

These services include written and audio/visual materials as well as on-site management consultations.

Hanover Insurance has provided innovative property-casualty insurance solutions to commercial and individual clients since 1852.

For more information, call your agent or your nearest Hanover Branch Office.

LOSS CONTROL IS A RESPONSIBILITY OF YOUR MANAGEMENT. THIS REPORT DOES NOT ATTEMPT TO DEAL WITH EVERY POSSIBLE LEGAL OBLIGATION, CODE VIOLATION, LOSS POTENTIAL OR EXCEPTION TO GOOD PRACTICE. IT IS NOT INTENDED TO IMPLY THAT ALL HAZARDS AND SITUATIONS ARE RESOLVED. THE LIABILITY OF ANY AND ALL OF THE HANOVER INSURANCE GROUPS AND THEIR AFFILIATES AND SUBSIDIARIES IS LIMITED TO THAT WHICH IS COVERED BY THE INSURANCE POLICY. NO LIABILITIES ARE ASSUMED BY REASON OF THIS REPORT WHICH IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

\* The Hanover Insurance Group \* Citizens Insurance Company of America  
\* Massachusetts Bay Insurance Company \* Citizens Insurance Company of Illinois

Executive Offices: Worcester, Massachusetts

171-0741

## NOTICE TO POLICYHOLDERS UPDATE ON TERRORISM ENDORSEMENTS

This Notice is designed to update you on the status of the federal Terrorism Risk Insurance Program and the impact to your policy. This Notice does **not** form a part of your insurance contract. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

On December 22, 2005, President Bush signed into law an extension of the Terrorism Risk Insurance Act (TRIA), providing for continuation of TRIP. However, TRIP has been terminated with respect to commercial auto insurance provided under this policy. The federal government no longer participates in the payment of automobile terrorism losses and does not require insurance companies to provide automobile terrorism coverage.

Your policy contains one of the following forms excluding terrorism coverage as required by your state's insurance regulations. Please read your policy and the endorsements carefully.

**CA2385** - Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism Endorsement which excludes coverage for terrorism that involves nuclear, biological or chemical materials (thereby leaving intact any underlying coverage for terrorism that does not involve nuclear, biological or chemical material).

**CA2386** - Exclusion Of Terrorism Above Minimum Statutory Limits Endorsement which excludes terrorism coverage. However, with respect to Liability and Personal Injury Protection, if applicable, this exclusion applies only to the extent that the limits of such coverage exceed the minimum limits required by the state compulsory or financial responsibility law limits for each coverage. With respect to Uninsured and/or Underinsured Motorists Coverage, if applicable, the exclusion applies only to the extent that the limit of such coverage exceeds the minimum statutory permitted limits for Uninsured and/or Underinsured Motorists Coverage. Those limits are equal to the minimum limit permitted for Liability Coverage.

**CA2387** - Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism Above Minimum Statutory Limits Endorsement which excludes coverage for terrorism that involves nuclear, biological or chemical materials (thereby leaving intact any underlying coverage for terrorism that does not involve nuclear, biological or chemical material). However, with respect to Liability and Personal Injury Protection, if applicable, this exclusion applies only to the extent that the limits of such coverage exceed the minimum limits required by the state compulsory or financial responsibility law limits for each coverage. With respect to Uninsured and/or Underinsured Motorists Coverage, if applicable, the exclusion applies only to the extent that the limit of such coverage exceeds the minimum statutory permitted limits for Uninsured and/or Underinsured Motorists Coverage. Those limits are equal to the minimum limit permitted for Liability Coverage.

**CA2389** - Alaska Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism Above Minimum Statutory Limits Endorsement which excludes coverage for terrorism that involves nuclear, biological or chemical materials (thereby leaving intact any underlying coverage for terrorism that does not involve nuclear, biological or chemical material). However, with respect to Liability, this exclusion applies only to the extent that the limits of such coverage exceed the minimum limits required by the state compulsory or financial responsibility law limits for each coverage. With respect to Uninsured and Underinsured Motorists Coverage, the exclusion applies only to the extent that the limit of such coverage exceeds the minimum statutory permitted limits for Uninsured and Underinsured Motorists Coverage. Those limits are equal to the minimum limit permitted for Liability Coverage.

**CA2393** - Washington Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism Endorsement which excludes coverage for terrorism that involves nuclear, biological or chemical materials (thereby leaving intact any underlying coverage for terrorism that does not involve nuclear, biological or chemical material).

## Customer Notice of Privacy Policy and Producer Compensation Practices Disclosures

### Privacy Policy Disclosure

#### Collection of Information

We collect personal information so that we may offer quality products and services. This information may include, but is not limited to, name, address, Social Security number, and consumer reports from consumer reporting agencies in connection with your application for insurance or any renewal of insurance. For example, we may access driving records, insurance scores or health information. Our information sources will differ depending on your state and/or the product or service we are providing to you. This information may be collected directly from you and/or from affiliated companies, non-affiliated third parties, consumer reporting agencies, medical providers and third parties such as the Medical Information Bureau.

We, and the third parties we partner with, may track some of the web pages you visit through cookies, pixel tagging or other technologies. We currently do not process or comply with any web browser's "do not track" signals or similar mechanisms that request us to take steps to disable online tracking. For additional information regarding online privacy, please see our online privacy statement, located at [www.hanover.com](http://www.hanover.com).

#### Disclosure of Information

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with our insurance company affiliates or with third parties that assist us in processing and servicing your account. We also may share your information with regulatory or law enforcement agencies, reinsurers and others, as permitted or required by law.

Our insurance companies may share information with their affiliates, but will not share information with non-affiliated third parties who would use the information to market products or services to you.

Our standards for disclosure apply to all of our current and former customers.

#### Safeguards to Protect Your Personal Information

We recognize the need to prevent unauthorized access to the information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, personal information, including but not limited to social security numbers, driver's license numbers and other personally identifiable information.

#### Internal Access to Information

Access to personal, non-public information is limited to those people who need the information to provide our customers with products or services. These people are expected to protect this information from inappropriate access, disclosure and modification.

#### Consumer Reports

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- credit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

#### Access to Information

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances, you may be entitled to a copy at no cost.

You also may review certain information we have about you or your business in our files. To review information we maintain in our files about you or your business, please write to us, providing your complete name, address and policy number(s), and indicating specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge.

We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a record indicating that the information was provided to another party, we will tell you to whom such information is normally disclosed.

There is information that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy, when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

#### Correction of Information

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

#### Our Commitment to Privacy

In the insurance and financial services business, lasting relationships are built upon mutual respect and trust. With that in mind, we will periodically review and revise our privacy policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our privacy policy is found to be non-compliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this privacy policy will remain in effect. For more detailed information about our customer privacy policy (including any applicable state-specific policies) and our online privacy statement, visit our Web site, located at [www.hanover.com](http://www.hanover.com).

#### Further Information

If you have questions about our customer privacy policy (including any applicable state-specific policies) or our online privacy statement, or if you would like to request information we have on file, please write to us at our Privacy Office, N435, The Hanover Insurance Group, Inc., 440 Lincoln Street, Worcester, MA 01653. Please provide your complete name, address and policy number(s). A copy of our Producer Compensation Disclosure is also available upon written request addressed to the attention of the Corporate Secretary, N435, The Hanover Insurance Group, 440 Lincoln Street, Worcester, MA 01653.

#### **Producer Compensation Disclosure**

Our products are sold through independent agents and brokers, often referred to as "Producers." We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us. Details of our Producer compensation practices may be found at [www.hanover.com](http://www.hanover.com).

This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Citizens Management, Inc. - AIX Ins. Services of California, Inc.- Campania Insurance Agency Co. Inc. - Campmed Casualty & Indemnity Co. Inc. - Chaucer Syndicates Limited- Educators Insurance Agency, Inc.- Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company - The Hanover Insurance Company - The Hanover New Jersey Insurance Company - The Hanover National Insurance Company - Hanover Lloyd's Insurance Company - Massachusetts Bay Insurance Company - Opus Investment Management, Inc. - Professionals Direct Insurance Services, Inc. -Professional Underwriters Agency, Inc. - Verlan Fire Insurance Company - Nova Casualty Company - AIX Specialty Insurance Company.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

## IMPORTANT INFORMATION ABOUT YOUR INSURANCE COMPANY

The Home Office address for the Insurance Company shown on the policy Declarations page is:

**Allmerica Financial Alliance Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**The Hanover American Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Allmerica Financial Benefit Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**The Hanover Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Campmed Casualty & Indemnity Company, Inc.**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**The Hanover Casualty Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Citizens Insurance Company of America**  
(A Stock Company)  
808 North Highlander Way  
Howell, MI 48843-1070

**Massachusetts Bay Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Citizens Insurance Company of Illinois**  
(A Stock Company)  
333 West Pierce Road, Suite 300  
Itasca, IL 60143-3114

**The Hanover New Jersey Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Citizens Insurance Company of the Midwest**  
(A Stock Company)  
9229 Delegates Row, Suite 100  
Indianapolis, IN 46240-3824

**Verlan Fire Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Citizens Insurance Company of Ohio**  
(A Stock Company)  
4400 Easton Commons Way, Suite 125  
Columbus, OH 43219-6223

**Nova Casualty Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

DELAWARE  
STATE

INSURANCE IDENTIFICATION CARD  
NAIC: 41840

COMPANY NUMBER  
088-41840

COMPANY NAME  COMMERCIAL  PERSONAL  
ALLMERICA FINANCIAL BENEFIT

POLICY NUMBER  
AWQ-H015881

EFFECTIVE DATE  
08-20-22

EXPIRATION DATE  
08-20-23

YEAR  
2014

MAKE/MODEL  
IC CO 3000

VEHICLE IDENTIFICATION NUMBER  
4DRBUAAP8EB418196

AGENCY/COMPANY ISSUING CARD

ARTHUR C HALL, INC  
PO BOX 512  
WEST CHESTER, PA 19381

5103209

INSURED

ACADEMIA ANTONIA ALONSO INC  
4403 LANCASTER PIKE  
BARLEY MILL PLAZA - BLDG #26  
WILMINGTON, DE 19805

THIS ID CARD IS REQUIRED TO REGISTER THE VEHICLE AND OBTAIN A NEW VEHICLE TAG  
SEE IMPORTANT INFORMATION ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND

**IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:**

1. **Name and address of each driver, passenger and witness.**
2. **Name of Insurance Company and policy number for each vehicle involved.**

DELAWARE  
STATE

INSURANCE IDENTIFICATION CARD  
NAIC: 41840

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AGENCY/COMPANY ISSUING CARD

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WEST CHESTER, PA 19381

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AGENCY/COMPANY ISSUING CARD

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2023

MAKE/MODEL  
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VEHICLE IDENTIFICATION NUMBER  
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EFFECTIVE DATE  
08-20-22

EXPIRATION DATE  
08-20-23

YEAR  
2019

MAKE/MODEL  
BLUE SCHOOL

VEHICLE IDENTIFICATION NUMBER  
1BAKGCSA8KF355911

AGENCY/COMPANY ISSUING CARD

ARTHUR C HALL, INC  
PO BOX 512  
WEST CHESTER, PA 19381

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2019

MAKE/MODEL  
BLUE SCHOOL

VEHICLE IDENTIFICATION NUMBER  
1BAKGC SAKF355912

AGENCY/COMPANY ISSUING CARD  
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MAKE/MODEL  
IC CO 3000

VEHICLE IDENTIFICATION NUMBER  
4DRBUC8N0MB324649

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AWQ-H015881      08-20-22      08-20-23

YEAR      MAKE/MODEL      VEHICLE IDENTIFICATION NUMBER  
2022      IC CO 3000      4DRBUC8N6NB560272

AGENCY/COMPANY ISSUING CARD  
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INSURED

ACADEMIA ANTONIA ALONSO INC  
4403 LANCASTER PIKE  
BARLEY MILL PLAZA - BLDG #26  
WILMINGTON, DE 19805

THIS ID CARD IS REQUIRED TO REGISTER THE VEHICLE AND OBTAIN A NEW VEHICLE TAG  
SEE IMPORTANT INFORMATION ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND

**IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:**

1. **Name and address of each driver, passenger and witness.**
2. **Name of Insurance Company and policy number for each vehicle involved.**



DELAWARE  
STATE

INSURANCE IDENTIFICATION CARD  
NAIC: 41840

COMPANY NUMBER  
088-41840

COMPANY NAME  COMMERCIAL  PERSONAL  
ALLMERICA FINANCIAL BENEFIT

POLICY NUMBER  
AWQ-H015881

EFFECTIVE DATE  
08-20-22

EXPIRATION DATE  
08-20-23

YEAR  
2023

MAKE/MODEL  
IC CO 3000

VEHICLE IDENTIFICATION NUMBER  
4DRBUC8N8PB022403

AGENCY/COMPANY ISSUING CARD

ARTHUR C HALL, INC  
PO BOX 512  
WEST CHESTER, PA 19381

5103209

INSURED

ACADEMIA ANTONIA ALONSO INC  
4403 LANCASTER PIKE  
BARLEY MILL PLAZA - BLDG #26  
WILMINGTON, DE 19805

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COMPANY NAME  COMMERCIAL  PERSONAL  
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POLICY NUMBER  
AWQ-H015881

EFFECTIVE DATE  
08-20-22

EXPIRATION DATE  
08-20-23

YEAR  
2023

MAKE/MODEL  
IC CO 3000

VEHICLE IDENTIFICATION NUMBER  
4DRBUC8N6PB022402

AGENCY/COMPANY ISSUING CARD

ARTHUR C HALL, INC  
PO BOX 512  
WEST CHESTER, PA 19381

5103209

INSURED

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**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

11

RENEWAL OF: AWQ H015881

CM

Policy Number	From	Policy Period To	Coverage is Provided in the	Agency Code
AWQ-H015881-03	08/20/2022	08/20/2023	ALLMERICA FINANCIAL BENEFIT INS	5103209

**ITEM ONE: Named Insured and Address**

ACADEMIA ANTONIA ALONSO INC  
4403 LANCASTER PIKE  
BARLEY MILL PLAZA - BLDG #26  
WILMINGTON, DE 19805

**Agent**

**Telephone:** 610-696-2394  
ARTHUR C HALL, INC  
ARTHUR HALL INSURANCE  
PO BOX 512  
WEST CHESTER, PA 19381

**Policy Period: Beginning and Ending at 12:01 a.m. Standard Time at the Location of the Described Premises.**

**Business Type:** OTHER

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

This policy consists of the following coverage parts for which a premium is indicated. Please refer to attached schedule(s). This premium may be subject to adjustment.

BUSINESS AUTOMOBILE COVERAGE	\$	53,109.00
TAXES, SURCHARGES AND FEES:	\$	0.00
<b>TOTAL POLICY PREMIUM IS:</b>	<b>\$</b>	<b>53,109.00</b>

**Policy Forms, Endorsements and Optional Coverages Attached:**

See Forms and Endorsements Schedule

Countersigned this \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

**This Declaration Page with the Forms and Endorsements, if any, Complete the Policy.**

**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

RENEWAL OF: AWQ H015881

11

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**Business Auto Forms and Endorsements Schedule**

Form Number	Edition Date	Description
CA0001	0306	BUSINESS AUTO COVERAGE
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIAB EXCLUSION
4610301	0107	NOTICE TO POLICYHOLDER ON TERR
CA0177	0412	DELAWARE CHANGES
CA2385	0106	EXCLUSION OF TERRORISM
IL0151	0112	DELAWARE CHANGES - CIVIL UNION
CA9944	1293	LOSS PAYABLE CLAUSE
4610246	0716	EXCLUSION ABUSE OR MOLESTATION
CA2402	1293	PUBLIC TRANSPORT VEHICLES
CA2208	1197	DELAWARE PIP ENDORSEMENT
CA2209	0394	DELAWARE ADDED PIP ENDORSEMENT
4610507	1216	DELAWARE UM COVERAGE
4610252	0211	EDUCATIONAL INSTITUTION
CA0255	0220	DE CHANGES - CANCEL & NONRENEW

**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

11

RENEWAL OF: AWQ H015881

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**ITEM TWO: SCHEDULE OF COVERAGE 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 THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	01	\$1,000,000 COMBINED SINGLE LIMIT	\$38,033
UNINSURED MOTORISTS*	02	\$300,000	\$1,118
PERS. INJURY PROT	05	SEE ITEM THREE FOR PIP COVERAGE	\$2,992
PHYSICAL DAMAGE INS.		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	02 08	SEE ITEM THREE FOR DEDUCTIBLE FOR EACH COVERED AUTO FOR ALL LOSS. NO DEDUCTIBLE APPLIES TO LOSS BY FIRE OR LIGHTNING. SEE ITEM FOUR FOR HIRED OR BORROWED 'AUTOS'.	\$302
PHYSICAL DAMAGE COLLISION COVERAGE	02 08	SEE ITEM THREE FOR DEDUCTIBLE FOR EACH COVERED AUTO. SEE ITEM FOUR FOR HIRED OR BORROWED 'AUTOS'.	\$2,172
ADDED P.I.P.	05	SEE ITEM THREE FOR ADDED PIP COVERAGE	\$1,242

**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

11

RENEWAL OF: AWQ H015881

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COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
EDUCATIONAL INSTITUTION BUSINESS AUTO COVERAGE BROADENING ENDT		SEE BROADENING ENDORSEMENT FORM ATTACHED	\$ 225
MISCELLANEOUS COV.		MISCELLANEOUS PREMIUM	\$ 7,025.00

\* FOR THE FOLLOWING STATES UNDERINSURED MOTORIST COVERAGE IS INCLUDED FOR THOSE COMMERCIAL AUTOS (VEHICLES #010-999) DESCRIBED IN ITEM THREE FOR WHICH A PREMIUM CHARGE IS SHOWN: DE

ESTIMATED TOTAL (ANNUAL) PREMIUM	\$ 53109.00
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**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

11

RENEWAL OF: AWQ H015881

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WEST CHESTER, PA 19381

**ITEM THREE - SCHEDULE OF COVERED AUTOS**

AUTO NUM	ST	TERR	YEAR	DESCRIPTION	SERIAL NUMBER	COST NEW/ SYMBOL	CLASS	EFF. DATE
010	DE	102	2014	<b>IC CO 3000</b>	4DRBUAAP8EB418196	\$59,500	6184	08/20/22
011	DE	102	2014	<b>IC CO 3000</b>	4DRBUAAP8EB418201	\$59,500	6184	08/20/22
012	DE	102	2014	<b>ICCO 3000</b>	4DRBUAAP1EB418203	\$59,500	6284	08/20/22
013	DE	102	2014	<b>ICCO 3000</b>	4DRBUAAP0EB418404	\$59,500	6284	08/20/22
016	DE	102	2023	<b>IC CO 3000</b>	4DRBUC8N1PB055405		6484	08/20/22
017	DE	102	2019	<b>BLUE SCHOOL</b>	1BAKGCSA8KF355911	\$81,520	6184	08/20/22
018	DE	102	2019	<b>BLUE SCHOOL</b>	1BAKGCSAXKF355912	\$81,520	6184	08/20/22

AUTO NUM	LIABILITY PREMIUM SL	MED PAY LIMIT	MED PAY PREMIUM	TOTAL PREMIUM
010	\$1694			\$2066
011	\$1694			\$2066
012	\$1994			\$2384
013	\$1994			\$2384
016	\$5448			\$6309
017	\$1694			\$2244
018	\$1694			\$2244

**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

11

RENEWAL OF: AWQ H015881

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WEST CHESTER, PA 19381

**ITEM THREE - SCHEDULE OF COVERED AUTOS**

AUTO NUM	UNINSURED MOTORISTS		UNDERINSURED MOTORISTS	
	LIMITS	PREMIUM	LIMITS	PREMIUM
010	\$300,000	\$86		
011	\$300,000	\$86		
012	\$300,000	\$86		
013	\$300,000	\$86		
016	\$300,000	\$86		
017	\$300,000	\$86		
018	\$300,000	\$86		

**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

RENEWAL OF: AWQ H015881

11

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WEST CHESTER, PA 19381

**ITEM THREE - SCHEDULE OF COVERED AUTOS**

NO FAULT COVERAGES				
AUTO NUM	PERSONAL INJURY PROTECTION	PIP PREMIUM	ADDED PIP PREMIUM	OBEL
010	\$30,000 BASIC / \$270,000 ADDITIONAL	\$96	\$26	
011	\$30,000 BASIC / \$270,000 ADDITIONAL	\$96	\$26	
012	\$30,000 BASIC / \$270,000 ADDITIONAL	\$114	\$26	
013	\$30,000 BASIC / \$270,000 ADDITIONAL	\$114	\$26	
016	\$30,000 BASIC / \$270,000 ADDITIONAL	\$523	\$252	
017	\$30,000 BASIC / \$270,000 ADDITIONAL	\$96	\$26	
018	\$30,000 BASIC / \$270,000 ADDITIONAL	\$96	\$26	

**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

11

RENEWAL OF: AWQ H015881

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**ITEM THREE - SCHEDULE OF COVERED AUTOS**

PHYSICAL DAMAGE COVERAGE AND DEDUCTIBLE							
AUTO NUM	COMPREHENSIVE			SPECIFIED CAUSES OF LOSS		COLLISION	
	STATED AMOUNT	DEDUCT	PREM	COVERAGE	PREM	DEDUCT	PREM
010	\$	\$1,000	\$27			\$1,000	\$137
011	\$	\$1,000	\$27			\$1,000	\$137
012	\$	\$1,000	\$27			\$1,000	\$137
013	\$	\$1,000	\$27			\$1,000	\$137
016	\$						
017	\$	\$1,000	\$37			\$1,000	\$305
018	\$	\$1,000	\$37			\$1,000	\$305

AUTO NUM	ST	TERR	YEAR	DESCRIPTION	SERIAL NUMBER	COST NEW/ SYMBOL	CLASS	EFF. DATE
019	DE	102	2021	<b>IC CO 3000</b>	4DRBUC8N0MB324649	\$95,390	6184	08/20/22
020	DE	102	2021	<b>IC CO 3000</b>	4DRBUC8N7MB326771	\$95,390	6184	08/20/22
021	DE	102	2022	<b>IC CO 3000</b>	4DRBUC8N6NB560272	\$95,390	6184	08/20/22
022	DE	102	2023	<b>IC CO 3000</b>	4DRBUC8NXPB022404		6484	08/20/22
023	DE	102	2023	<b>IC CO 3000</b>	4DRBUC8N8PB022403		6484	08/20/22
024	DE	102	2023	<b>IC CO 3000</b>	4DRBUC8N6PB022402		6484	08/20/22

**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

11

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PO BOX 512  
WEST CHESTER, PA 19381

**ITEM THREE - SCHEDULE OF COVERED AUTOS**

AUTO NUM	LIABILITY PREMIUM SL	MED PAY LIMIT	MED PAY PREMIUM	TOTAL PREMIUM
019	\$1694			\$2280
020	\$1694			\$2280
021	\$1694			\$2280
022	\$5448			\$6309
023	\$5448			\$6309
024	\$5448			\$6309

AUTO NUM	UNINSURED MOTORISTS		UNDERINSURED MOTORISTS	
	LIMITS	PREMIUM	LIMITS	PREMIUM
019	\$300,000	\$86		
020	\$300,000	\$86		
021	\$300,000	\$86		
022	\$300,000	\$86		
023	\$300,000	\$86		
024	\$300,000	\$86		

**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

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NO FAULT COVERAGES				
AUTO NUM	PERSONAL INJURY PROTECTION	PIP PREMIUM	ADDED PIP PREMIUM	OBEL
019	\$30,000 BASIC / \$270,000 ADDITIONAL	\$96	\$26	
020	\$30,000 BASIC / \$270,000 ADDITIONAL	\$96	\$26	
021	\$30,000 BASIC / \$270,000 ADDITIONAL	\$96	\$26	
022	\$30,000 BASIC / \$270,000 ADDITIONAL	\$523	\$252	
023	\$30,000 BASIC / \$270,000 ADDITIONAL	\$523	\$252	
024	\$30,000 BASIC / \$270,000 ADDITIONAL	\$523	\$252	

PHYSICAL DAMAGE COVERAGE AND DEDUCTIBLE							
AUTO NUM	COMPREHENSIVE			SPECIFIED CAUSES OF LOSS		COLLISION	
	STATED AMOUNT	DEDUCT	PREM	COVERAGE	PREM	DEDUCT	PREM
019	\$	\$1,000	\$40			\$1,000	\$338
020	\$	\$1,000	\$40			\$1,000	\$338
021	\$	\$1,000	\$40			\$1,000	\$338
022	\$						
023	\$						
024	\$						

**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

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RENEWAL OF: AWQ H015881

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**ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS  
LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - CLASS 6611**

STATE		ESTIMATED COST OF HIRE	RATE PER \$100 COST OF HIRE	UM/SUM PREMIUM	PREMIUM
DE		IF ANY	1.722		\$116
<b>Total Item Liability Premium</b>					<b>\$116</b>

COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF "AUTOS" YOU DO NOT OWN (NOT INCLUDING "AUTOS" YOU BORROW OR RENT FROM YOUR PARTNERS, YOUR EMPLOYEES, OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

**ITEM FIVE - SCHEDULE FOR EMPLOYER'S NON-OWNERSHIP LIABILITY  
COVERED AUTOS BORROWED FROM YOUR EMPLOYEES OR MEMBERS OF THEIR HOUSEHOLD-  
RATING BASIS,NUMBER OF EMPLOYEES**

STATE		CLASS CODE	ESTIMATED NUMBER OF EMPLOYEES	UM/SUM PREMIUM	PREMIUM
DE		6602	28		\$279
<b>Total Item Premium</b>					<b>\$279</b>

**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

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RENEWAL OF: AWQ H015881

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EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF LOSS:

AUTO NUM	LOSS PAYEE	AUTO NUM	LOSS PAYEE
010	TCF CAPITAL SOLUTIONS A DIVISI ON OF TCF NATIONAL BANK ISAOA 11100 WAYZATA BLVD SUITE 801 MINNETONKA MN 055305	011	TCF CAPITAL SOLUTIONS A DIVISI ON OF TCF NATIONAL BANK ISAOA 11100 WAYZATA BLVD SUITE 801 MINNETONKA MN 055305
012	TCF CAPITAL SOLUTIONS A DIVISI ON OF TCF NATIONAL BANK ISAOA 11100 WAYZATA BLVD SUITE 801 MINNETONKA MN 055305	013	TCF CAPITAL SOLUTIONS A DIVISI ON OF TCF NATIONAL BANK ISAOA 11100 WAYZATA BLVD SUITE 801 MINNETONKA MN 055305
016	TCP CAPITAL SOLUTIONS A DIVISI ON OF TCF NATIONAL BANK ISAOA 11100 WAYZATA BLVD SUITE 801 MINNETONKA MN 055305	017	TCF CAPITAL SOLUTIONS A DIVISI ON OF TCF NATIONAL BANK ISAOA 11100 WAYZATA BLVD SUITE 801 MINNETONKA, MN 055305
018	TCF CAPITAL SOLUTIONS A DIVISI ON OF TCF NATIONAL BANK ISAOA 11100 WAYZATA BLVD SUITE 801 MINNETONKA, MN 055305		



**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

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**MISCELLANEOUS COVERAGES**

VEHICLE	STATE	TERR	CLASS CODE	ZONE	COST NEW	TAX LOCATION	EXPOSURE	
901	DE	102	6619		000000	0	00000	

COVERAGE DESCRIPTION:

HIRED AUTO PHYSICAL DAMAGE

ANNUAL PREMIUMS	COVERAGE	LIMITS	
\$1.00	COMPREHENSIVE	\$100	DEDUCTIBLE
\$24.00	COLLISION	\$1000	DEDUCTIBLE
\$25.00	TOTAL		

**BUSINESS AUTO POLICY  
RENEWAL DECLARATIONS**

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WEST CHESTER, PA 19381

**MISCELLANEOUS COVERAGES**

VEHICLE	STATE	TERR	CLASS CODE	ZONE	COST NEW	TAX LOCATION	EXPOSURE	VIN
950	DE	102	7040		000000	00000	0000012	NONE

**COVERAGE DESCRIPTION:**

'BUS SERVICE FOR CHRISTIANA SCHOOL DISTRICT'

ANNUAL PREMIUMS	COVERAGE	LIMITS
\$7,000.00	SINGLE LIMIT	\$1,000,000
\$7,000.00	TOTAL	

## 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 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 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 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	Nonowned "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.

<b>19</b>	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 Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for 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 - 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 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 costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (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 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 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.

#### 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.
- (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:

- (1) 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
- (2) 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 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 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 \$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" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
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 measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.

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

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided 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
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

- (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph 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.

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

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
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 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 conceal or misrepresent 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 Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (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 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:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
  - (1) 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; and
  - (2) 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 apply 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";

- (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:

- (1) 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

- (2) 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;
  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; or
  - 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.
  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:

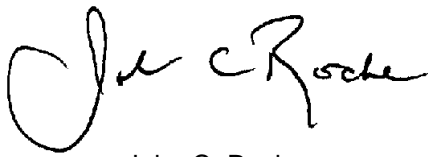
- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"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.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

**In Witness Whereof**, this company has caused this policy to be signed by its President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.



John C. Roche  
President



Charles Frederick Cronin  
Secretary

## COMMON POLICY CONDITIONS

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

### A. 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.

### B. 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.

### C. 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.

### D. Inspections And Surveys

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 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:

- 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.

### E. 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.

### F. 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.



**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 AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL 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

**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.**

## **DELAWARE CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Delaware, the Coverage Form is changed as follows:

**A. The Business Auto and Truckers Coverage Forms are changed as follows:**

The **Expected Or Intended Injury** Exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for amounts up to the limits of liability required by the Delaware Financial Responsibility Law.

**B. The Garage Coverage Form is changed as follows:**

The **Expected Or Intended Injury** Exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply:

1. For amounts up to limits of liability required by the Delaware Financial Responsibility Law.
2. To "bodily injury" resulting from the use of reasonable force to protect persons or property, for "garage operations" other than covered "autos".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY  
TRUCKERS COVERAGE FORM

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

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

**B.** The following exclusion is added:

### **EXCLUSION OF TERRORISM**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- C. In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**DELAWARE CHANGES - CIVIL UNION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:  
Spouse or party to a civil union recognized under Delaware law.
- B.** Under the Commercial Automobile Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:  
"Family member" means:
1. A person related to the individual Named Insured by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of such Named Insured's household, including a ward or foster child;
  2. Members of your immediate family including a partner to a civil union recognized under Delaware law, not having a separate household and persons actually residing with and economically dependent upon you, if Delaware Personal Injury Protection Endorsement is attached;
  3. A person related to the individual named in the Schedule by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individuals endorsement is attached; or
  4. A person related to you by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of your household, including a ward or foster child, if the Individual Named Insured endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:  
"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of your household, including a ward or foster child.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LOSS PAYABLE CLAUSE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

- A. We will pay, as interest may appear, you and the loss payee named in the policy 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 Common Policy Condition. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## EXCLUSION - ABUSE OR MOLESTATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

The following is added to **SECTION II - LIABILITY COVERAGE, B. Exclusions:**

This insurance does not apply to "bodily injury" or "property damage" arising out of:

### **Abuse or Molestation**

This insurance does not apply to "bodily injury" or "property damage" arising out of:

**a.** The actual or threatened abuse or molestation by anyone of any person, whether or not the abuse or molestation was specifically intended or resulted from negligent conduct, or whether or not any insured subjectively intended the injury or damage for which a claim is made; or

**b.** The negligent:

- (1) Employment;
- (2) Investigation;
- (3) Supervision;
- (4) Reporting to the proper authorities, or failure to so report; or
- (5) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph **a.** above.

For the purposes of this endorsement, abuse means an act that is committed with the intent to cause harm.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



# DELAWARE PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Delaware, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS 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.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

### SCHEDULE

The following Limit of Compensation shall apply as indicated below:		
Personal Injury Protection For "Bodily Injury"	Limit Of Compensation	Premium
<input type="checkbox"/> Single Limit	\$30,000 Each "Accident"	\$
Or <input type="checkbox"/> Split Limits	\$15,000 Each Person \$30,000 Each "Accident"	\$
A Personal Injury Protection coverage deductible of \$      applies to you or you and "family members" as indicated below:		
<input type="checkbox"/> You		
<input type="checkbox"/> You And "Family Members"		

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

## A. Coverage

### 1. Personal Injury Protection

We will pay, in accordance with Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1, Personal Injury Protection benefits to or for the benefit of the "injured person" who sustains "bodily injury" caused by an "accident" arising out of the ownership, maintenance or use of a "motor vehicle" as a motor vehicle and incurred within two years from the date of the "accident".

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

- a. Medical expenses. Reasonable expenses for necessary medical, hospital, dental, surgical, x-ray, ambulance, and professional nursing services, prosthetic devices and non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.
- b. Funeral expenses. Reasonable and necessary expenses for professional funeral services and all customary charges, which may include a burial plot.
- c. Loss of earnings. Any amount actually lost, net of taxes on income which would have applied, by reason of inability to work and earn wages or salary or their equivalents that would otherwise have been earned in the normal course of an "injured person's" employment but not other income, but loss of earnings does not include any loss after the death of an "injured person".
- d. Substitute service expenses. Reasonable and necessary extra expense for personal services which would have been performed by the "injured person" had he or she not been injured.

### 2. Damage To Property Other Than A Motor Vehicle

We will pay in accordance with Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1, for accidental damage which occurs during the policy period to property damaged in an "accident" involving the "insured motor vehicle", other than damage to a "motor vehicle".

## B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".

3. Any person while occupying the "insured motor vehicle".
4. Any person injured in an "accident" involving the "insured motor vehicle", other than an occupant of another "motor vehicle".

## C. Exclusions

### 1. Personal Injury Protection

We will not pay Personal Injury Protection benefits for "bodily injury" sustained by:

- a. Any person while the "motor vehicle" is used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the limits of liability required by the Financial Responsibility Law of the State of Delaware, unless such use is specifically declared and described in the coverage part.
- b. Any person while occupying a "motor vehicle" located for use as a residence or premises.
- c. Any person resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- d. Any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- e. Any person while operating the "insured motor vehicle" without your express or implied consent.
- f. Any person if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:
  - (1) Causing "bodily injury" to himself or herself intentionally; or
  - (2) While committing a felony.
- g. Any person, other than you or any "family member", while a pedestrian, if the accident occurs outside the State of Delaware.
- h. You or any "family member" while occupying or while a pedestrian arising out of the ownership, maintenance or use of any "motor vehicle" (other than the "insured motor vehicle") with respect to which the insurance required by the Delaware Motorists Protection Act is in effect.
- i. You or any "family member" while "occupying" or while a pedestrian arising out of the ownership, maintenance or use of any "motor vehicle" owned by or furnished or available for the regular use of you or any "family member" if such "motor vehicle" is not an "insured motor vehicle".

## 2. Damage To Property Other Than A Motor Vehicle

We will not pay benefits for:

- a. Damage to any property while the "insured motor vehicle" is being used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the limits of liability required by the Financial Responsibility Law of the State of Delaware, unless such use is specifically declared and described in the coverage part.
- b. Damage to any property while the "insured motor vehicle" is located for use as a residence or premises.
- c. Damage to any property resulting from radioactive contamination.
- d. Damage to any property due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to the foregoing.
- e. Damage to any property while the "insured motor vehicle" is used without your express or implied consent.
- f. Damage to aircraft, watercraft, self-propelled mobile equipment and to any property in or upon any of the aforementioned.
- g. Damage to any property in or upon any "motor vehicle".
- h. Damage to any property owned by, rented to or leased by you or any "family member".

## D. Limit Of Insurance

### 1. Personal Injury Protection

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or "insured motor vehicles" to which this coverage applies, the total limit of compensation payable by us under this coverage is as follows, provided that, the payment for funeral expenses included in the following shall in no event exceed \$5,000 for any one person:

- a. If the Schedule indicates a single limit of compensation, the total limit of compensation payable by us under this coverage for all loss and expense arising out of "bodily injury" as a result of any one "accident" shall be \$30,000. We will apply the limit of compensation to provide any separate limits required by law for personal injury protection benefits.

- b. If the Schedule indicates an "each person" and "each accident" limit of compensation, the total limit of compensation payable by us under this coverage for all loss and expense arising out of "bodily injury" sustained by one "injured person" as the result of any one "accident" shall be \$15,000 and, subject to the above provision respecting one "injured person", the total limit of compensation payable by us for all loss and expense arising out of "bodily injury" sustained by two or more "injured persons" as the result of any one "accident" shall be \$30,000.

The total amount of any applicable deductible shall be deducted from the total amount of all sums which we are obligated to pay for all loss and expense arising out of "bodily injury" sustained by one or more "injured persons" to whom such deductible applies as the result of any one "accident" and, subject to the foregoing, the total limit of compensation payable by us with respect to loss and expense of such "injured person" or persons shall be the difference between such deductible amount and the limit of compensation specified in the coverage part.

## 2. Damage To Property Other Than A Motor Vehicle

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or "insured motor vehicles" to which this coverage applies, the total limit of compensation payable by us under this coverage for all damage to property as the result of any one "accident" shall be \$10,000.

## E. Changes In Conditions

The conditions are changed for Delaware Personal Injury Protection Coverage as follows:

### 1. Duties In The Event Of Accident, Claim, Suit Or Loss is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt written notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "injured person'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 "injured person" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "injured person's" own cost.
  - (2) Immediately send us copies of any demand, 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 reports, copies of records and loss of earnings information or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
  - (6) As promptly as practical and in no event more than two years after expenses are incurred, give us written proof of claim, under oath if required.
- c. If an "injured person" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- d. If there is "loss" to an "insured motor vehicle" or its equipment you must also do the following:
- (1) Promptly notify the police if the "insured motor vehicle" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the "insured motor vehicle" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the "insured motor vehicle" 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.
- e. In the event of loss to property other than a motor vehicle:
- (1) The property shall be protected and any further loss due to failure to protect shall not be recoverable under this coverage; reasonable expenses incurred affording such protection shall be deemed incurred at our request; and
  - (2) Within 91 days after loss, sworn proof of loss in such form and including such information as we may reasonably require shall be filed with us and, upon our request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.
2. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is amended by the addition of the following:
- For damage to property other than a "motor vehicle", this coverage does not apply if there is other valid and collectible property coverage covering a loss which would otherwise be covered by this coverage unless the owner or operator of the "insured motor vehicle" would be legally liable for such damage under applicable principles of tort law. The question of whether such owner or operator would be legally liable shall be resolved by arbitration.
3. **Policy Period, Coverage Territory** is amended by the addition of the following:
- For damage to property other than a "motor vehicle", we cover "accidents" and "losses" occurring during the policy period shown in the Declarations and in the State of Delaware.
- The following conditions are added:
- COORDINATION AND NON-DUPLICATION**
1. For Personal Injury Protection benefits, no "injured person" shall recover duplicate Personal Injury Protection payments for the same elements of loss under this or any other similar automobile coverage or for any benefits provided under any workers' compensation law.

2. For Personal Injury Protection benefits, this coverage is excess to any other similar automobile coverage available:
  - a. To an "injured person" as a result of "bodily injury" sustained while "occupying", or while a pedestrian arising out of the ownership, maintenance or use of any vehicle other than a "motor vehicle" with respect to which the security required under the Delaware Motorists Protection Act is in effect; or
  - b. To an "injured person", other than a resident of the State of Delaware, as a result of "bodily injury" sustained while "occupying" the "insured motor vehicle" if the "accident" occurs outside the State of Delaware.
3. Any automobile medical payments coverage and any uninsured motorists coverage provided under this policy are excess over any benefits available, or which would be available but for the application of a deductible, under the coverage provided for Personal Injury Protection and for Damage To Property Other Than A Motor Vehicle.

**DENTAL OR SURGICAL PROCEDURES, MEDICAL EXPENSE AND LOSS OF EARNINGS**

For Personal Injury Protection benefits, any expenses for dental or surgical procedures, medical expenses including related treatment and "loss of earnings", the necessity of which have been medically ascertained and verified in writing as being necessary by a qualified medical practitioner within two years from the date of the "accident", which are impossible or impractical to perform during that period, shall be treated as if incurred within two years from the date of the "accident". We shall have the option to pay such expenses either at the time such expenses are ascertained or at the time they are incurred. The amount of loss of earnings payable in connection with such dental or surgical procedures shall be limited to the period of time that is reasonably necessary to recover from such procedures but not to exceed ninety days.

**ARBITRATION**

We shall submit to arbitration any claim for Personal Injury Protection benefits provided by this endorsement, and any claim for damage to a "motor vehicle", including loss of use of such vehicle; provided the person claiming loss or damage shall make a written request for arbitration to the Insurance Commissioner of the State of Delaware within 90 days from the date an offer of settlement or denial of coverage or liability has been made by us.

**STATUTORY PROVISION**

Notwithstanding any of the terms and conditions of the policy, the coverage afforded under this insurance is, subject to its terms and conditions, at least as extensive as the minimum coverage required by Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1.

**F. Additional Definitions**

1. The definition of "auto" in the **Definitions** Section does not apply. The following definition of "motor vehicle" applies instead:

**a. Personal Injury Protection**

"Motor vehicle" means a land motor vehicle, including a trailer or semitrailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks.

**b. Damage To Property Other Than A Motor Vehicle**

"Motor vehicle" means a land motor vehicle, including a trailer or semitrailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks. "Motor vehicle" also includes self-propelled mobile equipment.

2. The definition of "insured" in the **Definitions** Section does not apply. The following definition of "injured person" applies instead:

"Injured person" means:

- a. Any person injured while occupying the "insured motor vehicle";
- b. Any person injured in an "accident" involving the "insured motor vehicle"; or
- c. You or any "family member" injured while a pedestrian or while occupying any "motor vehicle", other than the "insured motor vehicle".

3. As used in this endorsement:

- a. "Family member" means members of your immediate family not having a separate household and persons actually residing with and economically dependent upon you.

b. "Insured motor vehicle" means:

- (1) For Personal Injury Protection, a "motor vehicle" owned by you to which the bodily injury liability coverage of the coverage part applies and which is registered in the State of Delaware.
- (2) For Damage To Property Other Than A Motor Vehicle, a "motor vehicle" owned by you to which the property damage liability coverage of the coverage part applies and which is registered in the State of Delaware.

# DELAWARE ADDED PERSONAL INJURY PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

DELAWARE PERSONAL INJURY PROTECTION ENDORSEMENT

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.

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions, definitions, exclusions and conditions of the Personal Injury Protection coverage set forth in the Delaware Personal Injury Protection Endorsement except as expressly modified herein, as follows:

### SCHEDULE

The following Limit of Compensation shall apply to Delaware Added Personal Injury Protection Coverage as indicated below:

<b>Added Personal Injury Protection for Bodily Injury</b>	<b>Limit of Compensation</b>	<b>Premium</b>
<input type="checkbox"/> Single Limit or	\$ ..... each "accident"	\$ .....
<input type="checkbox"/> Split Limits	\$ ..... each person \$ ..... each "accident"	\$ .....

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

## A. COVERAGE

We will pay Added Personal Injury Protection Benefits for medical expenses, loss of earnings and substitute service expenses, as all of these benefits are set forth in the Delaware Personal Injury Protection Endorsement, resulting from "bodily injury" caused by an "accident" arising out of the ownership, maintenance or use of a "motor vehicle" as a motor vehicle and incurred within two years from the date of the "accident".

## B. EXCLUSIONS

Exclusion 1.h. of the Delaware Personal Injury Protection Endorsement does not apply to this coverage.

In addition to the exclusions in the Delaware Personal Injury Protection Endorsement, the following exclusions also apply:

We will not pay benefits for:

- a. "Bodily injury" sustained by any person while "occupying", or while a pedestrian arising out of the ownership, maintenance or use of a "motor vehicle" owned by such person with respect to which additional personal injury protection coverage is not provided hereunder; and
- b. "Bodily injury" sustained by you or any "family member" while "occupying", or while a pedestrian arising out of the ownership, maintenance or use of a "motor vehicle" other than the "insured motor vehicle", to the extent that you or any "family member" is entitled to receive any optional personal injury protection coverage under the coverage part covering such "motor vehicle".

## C. LIMIT OF INSURANCE

The Limit of Insurance provision for Personal Injury Protection in the Delaware Personal Injury Protection Endorsement does not apply to this coverage. The following Limit of Insurance provision applies instead:

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or "insured motor vehicles" to which this coverage applies:

- a. If the Schedule indicates a single limit of compensation, the total limit of our liability for added personal injury protection benefits arising out of "bodily injury" as a result of one "accident" shall be the amount stated in the Schedule.
- b. If the Schedule indicates an "each person" and "each accident" limit of compensation, the total limit of our liability for added personal injury protection benefits arising out of "bodily injury" sustained by one "injured person" as the result of any one "accident" shall be the amount stated in the Schedule and, subject to the above provision respecting "each person", the total limit of our liability arising out of "bodily injury" sustained by two or more "injured persons" as a result of any one "accident" shall be the amount stated in the Schedule.

## D. CHANGES IN CONDITIONS

In addition to the CONDITIONS applicable to the Delaware Personal Injury Protection Endorsement, the following CONDITION also applies:

### EXCESS PROVISION

The coverage afforded under this endorsement shall be excess to any applicable mandatory personal injury protection benefits provided pursuant to the Del. Code Ann. tit. 21, chapter 21, subchapter 1.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DELAWARE UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Delaware, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
GARAGE COVERAGE PART  
MOTOR CARRIER 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:**

**Endorsement Effective Date:**

### SCHEDULE

**Limit Of Insurance:**     **\$**

**Each "Accident"**

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

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of:

- a. An "uninsured motor vehicle" or an "underinsured motor vehicle" because of "bodily injury" sustained by the "insured" caused by an "accident"; and
- b. An "uninsured motor vehicle" because of "property damage" caused by an "accident".

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or the "underinsured motor vehicle".

- 2. We will pay only after the Limits of Liability under any liability bonds or policies have been exhausted by payment of judgments or settlements.
- 3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":

- a. The Named Insured and any "family members".
- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- c. The Named Insured for "property damage" only.

#### C. Exclusions

This insurance does not apply to any of the following:

1. With respect to an "uninsured motor vehicle", any claim settled without our consent, if the settlement prejudices our rights to recover payment.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. The first \$250 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. "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.

#### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations. We will apply this limit to first provide the separate limits required by the Uninsured Motorists Law of the State of Delaware for:
  - a. "Bodily injury" to one person in any one "accident";
  - b. "Bodily injury" to two or more persons in any one "accident"; or
  - c. "Property damage" in any one "accident".

This provision will not change our total limit of liability.

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

We will not make a duplicate payment under this coverage for any element of "loss" for

which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Covered Autos Liability Coverage.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

3. We will not pay for "loss" which is paid or payable under Physical Damage Coverage.

#### E. Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. With respect to an "uninsured motor vehicle", the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. Any insurance we provide with respect to a vehicle:
  - (1) The Named Insured does not own; or
  - (2) Owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

- b. If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our Limit of Liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our Limit of Liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. With respect to an "underinsured motor vehicle", the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Forms are changed by addition of the following:

- a. The reference to "other collectible insurance" applies only to other collectible underinsured motorists insurance.
- b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form, shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

3. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Garage Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

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

**Legal Action Against Us**

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within two years after the date of "accident".
- c. Paragraph 4.b. does not apply to:

(1) An "insured" with respect to "bodily injury" if, within two years after the date of the "accident":

- (a) We and the "insured" agree to arbitration in accordance with this endorsement; or
- (b) The "insured" has filed an action for "bodily injury" against the owner or operator of the "underinsured motor vehicle" and such action is:
  - (i) Filed in a court of competent jurisdiction; and

(ii) Not barred by the applicable statute of limitations.

(2) An "insured" with respect to "property damage" if, within two years after the date of the "accident" we and the "insured" agree to arbitration in accordance with this endorsement.

In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

5. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

**Transfer Of Rights Of Recovery Against Others To Us**

- a. With respect to an "uninsured motor vehicle", if we make any payment, we are entitled to recover what we paid from other parties up to the amount of coverage required by the Delaware financial responsibility law. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
- b. With respect to an "uninsured motor vehicle", if we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid up to the limits specified by the Delaware financial responsibility law.
- c. This provision does not apply to damages caused by an "accident" with an "underinsured motor vehicle".

6. The following condition is added:

**Arbitration**

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the

expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
7. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition is replaced by the following:

**Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form or any other Coverage Form or policy issued to the Named Insured, or any resident of the Named Insured's household, if the Named Insured is an individual, by us or any company affiliated with us apply 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.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means injury or destruction of:
  - a. A covered "auto" (including its loss of use);
  - b. Property contained in the covered "auto" and owned by the Named Insured or if the Named Insured is an individual, any "family member"; or
  - c. Property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
- b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
  - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
  - (2) Cause "bodily injury" or "property damage" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying". We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

- d. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;
  - e. Owned by a governmental unit or agency;
  - f. Designed for use mainly off public roads while not on public roads; or
  - g. That is an "underinsured motor vehicle".
5. An "underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all "bodily injury" liability bonds or policies applicable at the time of an "accident" provides a limit that is less than the amount an "insured" is legally entitled to recover as damages caused by the "accident".
- However, "underinsured motor vehicle" does not include any vehicle:
- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
  - b. Owned by a governmental unit or agency;
  - c. Designed for use mainly off public roads while not on public roads; or
  - d. That is an "uninsured motor vehicle".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EDUCATIONAL INSTITUTION BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Summary of Amendments		
1.	<b>Temporary Substitute Auto Physical Damage</b>	Included
2.	<b>Broadened Named Insured</b>	Included
3.	<b>Supplementary Payments - Increased Limits</b>	
	Bail Bonds	\$2,500
	Loss of Earnings	\$500
4.	<b>Employees as Insureds</b>	Included
5.	<b>Expense You Incur to Return a Stolen Auto</b>	\$1,000
	Sign Coverage	\$2,000
6.	<b>Glass Deductible Waiver for Repair</b>	Included
7.	<b>Transportation Expense</b>	
	Per Day	\$50
	Maximum Limit	\$1,500
8.	<b>Hired Auto Physical Damage</b>	\$50,000
	Owner's Actual Loss of Use	\$1,000
9.	<b>Audio, Visual, Data and Global Positioning Electronic Equipment Coverage</b>	\$500
10.	<b>Rental Reimbursement and Material Transfer Expense</b>	
	Number of Days	60
	Limit	\$3,000
11.	<b>Airbag Coverage</b>	Included
12.	<b>Auto Lease or Loan Physical Damage Extension</b>	Included
13.	<b>Towing and Labor</b>	
	Private passenger/light truck	\$50
	Medium Truck	\$150
14.	<b>Personal Effects Coverage</b>	\$600
15.	<b>Duties in the Event of Accident, Claim, Suit or Loss</b>	Included
16.	<b>Unintentional Failure to Disclose Information</b>	Included
17.	<b>Bodily Injury Redefined</b>	Included

### 1. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

The following is added to **SECTION I - COVERED AUTOS**:

If Physical Damage Coverage is provided under the Business Auto Coverage Form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the

permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction. The insurance provided by this coverage endorsement is excess over any other valid and collectible insurance (including deductible or self insured retention) whether primary, excess, contingent, or on any other basis.

### 2. BROADENED NAMED INSURED

The following is added to **SECTION II - LIABILITY COVERAGE**, Paragraph **A. Coverage**, Subparagraph **1. Who Is An Insured**:

The following are also "insureds":

- d. Any organization in which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy; and
- e. 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 an "insured" if there is no other similar insurance available to that organization. However:
  - (1) The coverage provided by this provision is afforded only until expiration or termination of this policy, whichever occurs earlier;
  - (2) The coverage provided by this provision does not apply to "bodily injury" or "property damage" arising from an "accident" that occurred prior to your acquiring or forming the organization described in **d.** or **e.**; and
  - (3) The coverage provided by this provision does not apply to any organization described in **d.** or **e.** that qualifies as an "insured" under any other automobile liability policy issued to that organization as a named "insured" or if that organization would have been "insured" except for the exhaustion of the policy limits or the insolvency of the insurer.

**3. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

**SECTION II - LIABILITY COVERAGE, Coverage A. Coverage**, Subparagraph **2. Paragraph Extensions**, Items **(2)** and **(4)** are replaced by the following:

- (2) Up to \$2,500 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.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**4. EMPLOYEES AS INSURED**

The following is added to **SECTION II - LIABILITY COVERAGE**, Paragraph **A. Coverage**, Subparagraph **1. Who Is An Insured**:

The following are also "insureds":

Your "employee" is an "insured" when using a

covered "auto" you do not own, lease, hire, rent or borrow but only while performing duties related to the conduct of your business.

**5. EXPENSE YOU INCUR TO RETURN A STOLEN AUTO and SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph **A. Coverage**, Subparagraph **1.:**

**d. Expense of Returning a Stolen Auto**

We will pay up to \$1000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place it is recovered to its usual garaging location.

**e. Sign Coverage**

We will pay, as part of equipment, for "loss" to signs, murals, paintings or graphics which are displayed on a covered "auto."

The most we will pay for "loss" in any one "accident" is the lesser of:

- (1) The actual cash value of the property as of the time of the "loss";
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (3) \$2,000.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

**6. GLASS DEDUCTIBLE WAIVER FOR REPAIR**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph **A. COVERAGE**, Subparagraph **3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

**7. TRANSPORTATION EXPENSE**

**SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph **A. COVERAGE**, Subparagraph **4. Coverage Extensions**, Item **a.** is replaced by the following:

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,500 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 24 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."

#### 8. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph **A. Coverage**:

##### Hired Auto Physical Damage

a. If you, or your "employee" at your direction, hire an "auto" without a driver for the purpose of conducting your business, we will provide Physical Damage Coverage to such "auto" for a period of up to 30 days from the date of hire, subject to the following:

- (1) You must have Liability Coverage for hired "autos" on this Coverage Form;
- (2) You must have Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision for any "auto" you own on this Coverage Form; and
- (3) The hired "auto" must be of like kind and use as the "autos" you own.

b. The most we will pay for "loss" in any one "accident" is the lesser of the following:

- (1) \$50,000 per "accident", or
- (2) Actual cash value at the time of the "loss", or
- (3) The cost of repair or replacement with other property of like kind and quality,

minus the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the "loss".

An adjustment for depreciation and physical condition will be made when determining actual cash value at the time of the "loss".

If the "loss" arises from an "accident" for which you are legally liable, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the "accident", subject to a limit of \$1,000 per "accident".

#### 9. AUDIO, VISUAL, DATA AND GLOBAL POSITIONING ELECTRONIC EQUIPMENT COVERAGE

a. The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph **A. Coverage**, Subparagraph **4. Coverage Extensions**:

#### Audio, Visual, Data and Global Positioning Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual, data or global positioning signals, equipment designed solely for the reproduction of sound, and accessories used with such equipment. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the 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". Permanent installation does not include mounting by a suction bracket.

We will also pay for any other electronic equipment that is:

- (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- (2) An integral part of the same unit housing any sound reproducing equipment described in (1) and permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

b. For the purpose of coverage under this endorsement, **SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph **B. Exclusions**, Subparagraphs **4.c.** and **d.** are deleted.

c. For the purpose of coverage under this endorsement, **SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph **C. Limit of Insurance** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual, data and global positioning electronic equipment, and any accessories used with this equipment, as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property at the time of the "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$500
2. An adjustment for depreciation and physical condition will be made in

determining actual cash value at the time of the "loss".

3. Deductibles applicable to **SECTION III - PHYSICAL DAMAGE COVERAGE**, do not apply to this **Audio, Visual, Data and Global Positioning Electronic Equipment Coverage**.

If there is other coverage provided by this policy for audio, visual, data and global positioning electronic equipment, the coverage provided herein is excess. However, you may elect to apply the limit or any portion of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

#### 10. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph A. **Coverage**:

##### Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for "auto" rental expenses and the expenses, incurred by you because of "loss" to a covered "auto," to remove and transfer your materials and equipment from the covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

We will pay only for those "auto" rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop; or
2. 60 days.

Our payment is limited to the lesser of the following amounts:

3. Necessary and actual expenses incurred, including loss of use; or
4. \$3000.

This "auto" rental expense coverage does not

apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph A. **Coverage Subparagraph 4. Coverage Extensions**

#### 11. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph B. **Exclusions**, Subparagraph 3:

This exclusion does not apply to the accidental discharge of an airbag.

The insurance provided by this coverage endorsement is excess over any other valid and collectible insurance or warranty (including deductible or self insured retention) whether primary, excess, contingent, or on any other basis.

No deductible applies to this Airbag Coverage.

#### 12. AUTO LEASE OR LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph C. **Limit of Insurance** is amended to add the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that Auto Loan/Lease GAP Coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

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

#### 13. TOWING AND LABOR



**SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A, Coverage, Subparagraph 2.** is replaced by the following:

**2. Towing**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles or "light trucks" we will pay up to \$50 per disablement;
- b. For "medium trucks" we will pay up to \$150 per disablement.

However, the labor must be performed at the place of disablement.

For the purposes of this coverage extension, the following definitions apply:

"Light Truck" means any truck that has a gross vehicle weight of 10,000 pounds or less.

"Medium Truck" means any truck that has a gross vehicle weight of 10,001 to 20,000 pounds.

**14. PERSONAL EFFECTS COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A. Coverage:**

If you have purchased Comprehensive coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto". This coverage is excess of other valid and collectible insurance, regardless whether such other insurance provides primary, excess or contingent coverages or purports to be excess over this insurance or any other valid and collectible insurance.

For the purposes of this coverage extension, the following definition applies:

"Personal Effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

**15. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A. Loss Conditions, Subparagraph 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident," claim, "suit" or "loss" has been received by:

- (1) You, if you are an individual;
- (2) Any partner or insurance manager if you are a partnership, or
- (3) An executive officer or insurance manager if you are a corporation.

**16. UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, Subparagraph 2. Concealment, Misrepresentation or Fraud:**

We will not disclaim coverage under this coverage Form if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

**17. BODILY INJURY REDEFINED**

**SECTION V - DEFINITIONS, Paragraph C.** is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**COMMERCIAL AUTO  
CA 02 55 02 20**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DELAWARE CHANGES - CANCELLATION AND NONRENEWAL**

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.

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Delaware, the Coverage Form is changed as follows:

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

**2.** If this Policy has been in effect for less than 60 days, we may cancel this Policy for any reason subject to the following:

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.** 60 days before the effective date of cancellation if we cancel for any other permissible reason.

**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. If the first Named Insured cancels, we will refund the unearned premium only if one of the following has occurred:

- a.** The first Named Insured has other liability insurance in effect on the covered "auto" that provides at least the minimum limits required by the Delaware Insurance Code for liability and No-fault Coverage;
- b.** The covered "auto" is no longer owned by the first Named Insured;
- c.** The covered "auto" is no longer operable or capable of being repaired so as to become operable; or

**d.** The first Named Insured becomes self-insured under the provisions of the Delaware Insurance Code.

The cancellation will become effective even if we have not made or offered a refund.

**B.** The following is added to the **Cancellation** Common Policy Condition:

**7. Cancellation Of Policies In Effect For 60 Days Or More**

**a.** If this Policy has been in effect for 60 days or more, or 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;
- (2)** Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
- (3)** Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
- (4)** Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
- (5)** Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
- (6)** Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;

- (7) Loss of or substantial changes in a applicable reinsurance;
  - (8) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal; or
  - (9) Bona fide loss of or reduction in available insurance capacity if we give 60 days' written notice to the first Named Insured and the Insurance Commissioner.
- b. If we cancel this Policy based on Paragraph 7.a.(1) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this Policy, at least 10 days before the effective date of cancellation. If we cancel this Policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this Policy at least 60 days before the effective date of such cancellation.
- c. Notice will be sent to the last mailing addresses known to us, by:
    - (1) Certified mail; or
    - (2) USPS Intelligent Mail barcode (IMb).
- C. The following condition is added:
- Nonrenewal**
- 1. If we decide not to renew this Policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 60, but not more than 120, days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
  - 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us:
    - a. Certified mail; or
    - b. USPS Intelligent Mail barcode (IMb).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PUBLIC TRANSPORTATION AUTOS**

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.

LIABILITY COVERAGE for a covered "auto" licensed or used to transport the public is changed as follows:

The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto".