



520 North Delaware Avenue
Suite 801
Philadelphia, Pennsylvania 19123
Phone: 877-835-7436
Fax: 877-835-7431

October 25, 2012.

Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Post Office Box 3265
Harrisburg, PA 17105-3265

A-2012-2285459

Re: Health Care Transportation Service, LLC.

To whom it concerns,

LogistiCare Solutions, LLC. is considering contracting with Health Care transportation, LLC as a provider for us under the MAT Program to provide transportation to Medicaid members under the medical assistance program of Philadelphia County, Philadelphia, PA

We will proceed with their contract once approved by the Pennsylvania Public Utility Commission as long as they provide favorable services and availability to LogistiCare Solutions, LLC and the members of the medical assistance program.

We are looking forward to the completion of their approval.

Respectfully
LogistiCare Solutions, LLC, Philadelphia, PA

Richard L. March

Richard L. March
Director of Operations

RECEIVED

JAN 11 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ACORD™ COMMERCIAL POLICY CHANGE REQUEST

DATE (MM/DD/YYYY)
1/03/2013

AGENCY PHONE (A/C, No, Ext): 215-387-8911 FAX (A/C, No): 215-387-8922	POLICY TYPE PROPERTY INLAND MARINE <input checked="" type="checkbox"/> UMBRELLA	GENERAL LIABILITY AUTO <input checked="" type="checkbox"/> TRUCKERS	MOTOR CARRIERS BUSINESS OWNERS WORKERS COMP
Nilien Insurance Services, Inc. 4801 Walnut Street Philadelphia, Pa 19139	COMPANY NATIONAL LIABILITY & FIRE INS		NAIC CODE: 5165763400
CODE: AGENCY CUSTOMER ID: HEALTHCARE	ATTENTION:		
INSURED'S NAME HEALTHCARE TRANSPORTATION SERV	POLICY NUMBER BMCPA4561543	EFFECTIVE DATE OF CHANGE 11/20/2012	
INSURED'S MAILING ADDRESS IF CHANGED (INC ZIP+4)	POLICY INCEPTION DATE 11/20/2012	POLICY EXPIRATION DATE 11/20/2013	
THIS IS AN ACKNOWLEDGEMENT OF YOUR REQUEST. UPON APPROVAL, THE COMPANY'S RECORDS WILL BE ADJUSTED ACCORDINGLY, AND IF A PREMIUM ADJUSTMENT IS REQUIRED, IT WILL BE DONE AT PREMIUM AUDIT OR BY ENDORSEMENT.			

PREMISES INFORMATION				ADD	CHANGE	DELETE
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
			INSIDE OUTSIDE	OWNER TENANT		

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)				ADD	CHANGE	DELETE
LOC #	BLD #					

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED				ADD	CHANGE	DELETE			
VEH # 1	YEAR 2011	MAKE: FORD MODEL: E350	BODY TYPE: V.I.N.: 1FBNE3BLXBD801188	VEHICLE TYPE PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input checked="" type="checkbox"/>	SYM/AGE /0	COST NEW \$					
CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP 0	RADIUS	FARTHEST TERM		
DRIVE TO WORK/SCHOOL < 15 MILES 15 MILES +	USE PLEASURE FARM	COMM'L RETAIL SERVICE	CHECK COVERAGES LIAB NO-FAULT <input checked="" type="checkbox"/> NO-FAULT	ADD'L NO-FAULT MED PAY UNINS MOTOR	UNDRINS MOTOR TOWING & LABOR SPEC C.O.F.L.	F FI FTW	LSP COMP COLL	RENT REIMB FG	DEDUCTIBLES AA ST AMT \$ 500	ACV COMP \$ 500	SMP COST
NET VEH DR/CR:		TOTAL PREM \$									
LIABILITY \$ 35,000		NO FAULT \$		ADD'L NO FAULT \$		MEDICAL PAYMENTS \$ 25000		UNINSURED MOTORISTS \$		UNDERINSURED MOTORISTS \$	

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED				ADD	CHANGE	DELETE			
VEH #	YEAR	MAKE:	BODY TYPE:	VEHICLE TYPE PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>	SYM/AGE	COST NEW \$					
CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
DRIVE TO WORK/SCHOOL < 15 MILES 15 MILES +	USE PLEASURE FARM	COMM'L RETAIL SERVICE	CHECK COVERAGES LIAB NO-FAULT <input type="checkbox"/> NO-FAULT	ADD'L NO-FAULT MED PAY UNINS MOTOR	UNDRINS MOTOR TOWING & LABOR SPEC C.O.F.L.	F FI FTW	LSP COMP COLL	RENT REIMB FG	DEDUCTIBLES AA ST AMT \$	ACV COMP \$	SMP COST
NET VEH DR/CR:		TOTAL PREM \$									
LIABILITY \$		NO FAULT \$		ADD'L NO FAULT \$		MEDICAL PAYMENTS \$		UNINSURED MOTORISTS \$		UNDERINSURED MOTORISTS \$	

DRIVER INFORMATION (List drivers who frequently use own vehicles)										ADD	CHANGE	DELETE	
DRIVER #	NAME (Include address, if required)	MAR SEX	STAT	DATE OF BIRTH	YRS EXP	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	DATE HIRE	BROADER NO-FAULT	DOC	USE VEH #	USE
	IBRAHIM MOHMED			1/01/1968			28246268/ 000-00-0000						

DRIVER INFORMATION (List drivers who frequently use own vehicles)										ADD	CHANGE	DELETE	
DRIVER #	NAME (Include address, if required)	MAR SEX	STAT	DATE OF BIRTH	YRS EXP	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	DATE HIRE	BROADER NO-FAULT	DOC	USE VEH #	USE
							000-00-0000						

WORKERS COMPENSATION RATING INFORMATION							# OF EMPLOYEES FULL PART TIME	ESTIMATED ANNUAL REMUNERATION
TYPE OF CHANGE	STATE	LOC	CLASS CODE	DESCR CODE	CATEGORIES, DUTIES, CLASSIFICATIONS			

PROPERTY/INLAND MARINE - PREMISES INFORMATION

PREMISES #: _____ BUILDING #: _____ ADD _____ CHANGE _____ DPT _____

SUBJECT OF INSURANCE	AMOUNT	COINS %	VALUATION	CAUSES OF LOSS	INFLATION GUARD %	DEDUCTIBLE	FORMS AND CONDITIONS TO APPLY

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

CONSTRUCTION TYPE	DISTANCE TO HYDRANT FT	FIRE STAT MI	FIRE DISTRICT/CODE NUMBER	PROT CL	# STORIES	# BASMTS	YR BUILT	TOTAL AREA
BUILDING IMPROVEMENTS	PLUMBING, YR:	BLOG CODE GRADE	INSPECTED? YES <input type="checkbox"/> NO <input type="checkbox"/>	ROOF TYPE	OTHER OCCUPANCIES			
WIRING, YR:	HEATING, YR:	TAX CODE						
ROOFING, YR:	OTHER:							
RIGHT EXPOSURE & DISTANCE	LEFT EXPOSURE & DISTANCE		REAR EXPOSURE & DISTANCE					
BURGLAR ALARM TYPE	CERTIFICATE #	EXPIRATION DATE		EXTENT	GRADE	CENTRAL STATION WITH KEYS		
BURGLAR ALARM INSTALLED AND SERVICED BY				# GUARDSWATCHMEN		CLOCK HOURLY		
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, Chemical Systems)			FIRE ALARM MANUFACTURER			CENTRAL STATION LOCAL GONG		

INLAND MARINE - SCHEDULED EQUIPMENT

% COINSURANCE: _____ ADD _____ CHANGE _____ DELETE _____

#	MODEL YEAR	DESCRIPTION (TYPE, MANUFACTURER, MODEL, CAPACITY, ETC)	ID #/SERIAL #	DATE PURCHASED	NEW/USED	AMOUNT OF INSURANCE
						\$
						\$

GENERAL LIABILITY - LIMITS

GENERAL AGGREGATE	\$	DAMAGE TO RENTED PREMISES	\$
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$	MEDICAL EXPENSE (Any one person)	\$
PERSONAL & ADVERTISING INJURY	\$	EMPLOYEE BENEFITS	\$
EACH OCCURRENCE	\$		\$

GENERAL LIABILITY - SCHEDULE OF HAZARDS

TYPE OF CHANGE	LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	TERR	PREMIUM BASIS CODES
						(S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COS (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

UMBRELLA

LIMIT OF LIABILITY	\$	OTHER (DESCRIBE)	
RETAINED LIMIT	\$		

ADDITIONAL INTEREST

INTEREST	RANK: 001	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input checked="" type="checkbox"/> ADDITIONAL INSURED		PNC BANK 2730 LIBERTY AVE BITTSBURG, PA 15222			PREMISES: _____ BUILDING: _____
<input checked="" type="checkbox"/> LOSS PAYEE			VEHICLE: _____ BOAT: _____		
<input type="checkbox"/> MORTGAGEE			SCHEDULED ITEM NUMBER: _____		
<input type="checkbox"/> MORTGAGEE			OTHER _____		
<input type="checkbox"/> LIENHOLDER					
<input type="checkbox"/> EMPLOYEE AS LESSOR		ITEM DESCRIPTION:			

ADDITIONAL CHANGES/REMARKS

INSURED WOULD LIKE FORM E TO BE SENT TO THE FOLLOWING;
 PA PUC, A2012-2285459
 ATTN: LISA, FAX # 717-787-3114 TEL# 717-783-5945

SIGNATURE (Any deletion or reduction in coverage requires the Insured's signature)

INSURED'S SIGNATURE	DATE	PRODUCER'S SIGNATURE	NATIONAL PRODUCER ID#
	1/03/2013		

**COMMERCIAL AUTOMOBILE APPLICATION
PENNSYLVANIA ASSIGNED RISK PLAN**

NOTICE: PRODUCER MUST READ THIS STATEMENT BEFORE PROCEEDING

Applicants requiring filings or a limit of liability in excess of \$350,000 Combined Single Limits will be subject to a 15 calendar day delay in the effective date as specified in Section 38 of the Pennsylvania Assigned Risk Plan.

ANTIFRAUD STATEMENT

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

SECTION 1. CERTIFIED PRODUCER OF RECORD

Producer Last Name/Agency Name ABASHERA		Producer First Name ELSIDIEG		MI A
Mailing Address 4521 BALTIMORE AVE		Ste./Apt. No.	City PHILADELPHIA	State PA
Zip Code 19143		Telephone No. (Incl. area code) (215) 387-8911	Fax No. (Incl. area code) (215) 387-8922	
Tax ID or Social Security No. 592216450	Producer License No. 000362413			

SECTION 2. SIGNING PRODUCER

Complete if the producer completing and signing this application differs from Section 1.

Last Name ABASHERA	First Name ELSIDIEG	MI A	Producer License No. 000362413
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SECTION 3. APPLICANT

Last Name HEALTHCARE TRANS. SERVICES LLC	First Name HEALTHCARE TRANS.	MI A
Signature of Applicant or Person Authorized to Sign for Applicant		

DBA HEALTHCARE TRANSPORTATION SERVICES LLC	Self Employed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Home Telephone No. (incl. area code) (267) 262-3607	Business Telephone No. (incl. area code) (804) 874-2736	Tax ID No. or Social Security No. A-6413949
Street Address 6826 BINGHAM STREET	Ste./Apt. No.	City PHILADELPHIA
State PA	Zip Code 19111	
Headquarters Street Address 3062 MEADOWBRIDGE ROAD	Ste./Apt. No.	City RICHMOND
State VA	Zip Code 23228	

Business of Applicant/Nature of Operation
NON-EMERGENCY TRANSPORTATION SERVICES

SECTION 4. OWNERSHIP AND CONTROL OF APPLICANT'S ORGANIZATION

Named insured is a: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other _____	State of Incorporation VA	Date of Incorporation 01/01/2009	Date actual operations commenced 01/01/2009
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Management, Ownership and Control (List names of principals and also anyone with more than a 10% ownership interest.)

Position	Name	Date in Position	Percent Ownership
President	IBRAHIM I MOHMED	01/01/2009	100
Vice President	IBRAHIM I MOHMED	01/01/2009	
Secretary	IBRAHIM I MOHMED	01/01/2009	
Treasurer	IBRAHIM I MOHMED	01/01/2009	
General Manager	IBRAHIM I MOHMED	01/01/2009	
Others			

List all affiliated companies

Staple check here:
→

Send original signed application with check/money order and required attachments to:

Pennsylvania Assigned Risk Plan
P.O. Box 6530
Providence, RI 02940-6530

SECTION 5. OPERATOR INFORMATION				List all full-time, part-time, and all other operators that usually drive a vehicle.		TOTAL OPERATORS
Last Name	First Name	MI	Birth Date Mo./Day/Yr.	Driver's License No.	State	
MOHMED	IBRAHIM		01/01/1968	28246268	PA	

For applicants with more than four operators, all additional operators must be listed on an AIP334 Supplemental Operator Schedule and mailed with the original application to the Plan.

SECTION 6. ACCIDENTS							
Has applicant, or anyone who usually drives the applicant's motor vehicle(s), been involved, either as owner or operator, in ANY motor vehicle accident during the past THIRTY-SIX months? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", complete the following. (If necessary, use Remarks Section.)							
Name of Operator	Accident Date Mo./Day/Yr.	Accident Codes *	Place of Accident		Bodily Injury or Death Amount	Property Damage Amount	Physical Damage Amount
			City	State			
NONE					\$	\$	\$
					\$	\$	\$
					\$	\$	\$
					\$	\$	\$

- *Accident Codes
1. Applicant's motor vehicle lawfully parked.
 2. Damaged by "Hit and Run" driver and accident reported to police within 24 hours from time of accident.
 3. Applicant reimbursed by or on behalf of person responsible for the accident or has judgement against such person.
 4. Other person involved in accident was convicted. Applicant or operator was not convicted.
 5. Police or Fire Department or First Aid Squad responding to an emergency call.
 6. Other type of accident - non-chargeable under provisions of the Plan.
 7. Other type of accident - chargeable under provisions of the Plan.
- If accident code is 6 or 7, describe accident in space provided.

SECTION 7. CONVICTIONS							
Has the applicant, or anyone who usually drives the applicant's motor vehicle(s) been CONVICTED or FORFEITED BAIL during the immediately preceding THIRTY-SIX months? NOTE: A paid ticket or fine is an admission of guilt and therefore constitutes a conviction. Convicted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Forfeited Bail: <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", for either item, complete the following. (If necessary, use Remarks Section.)							
Name of Operator	Date of Conviction or Forfeiture of Bail Mo./Day/Yr.	Did Conviction Arise as a Result of an Accident?	Nature of Conviction	Place of Conviction		Additional Charge Percentage	Was License Suspended or Revoked?
				City	State		
		<input type="checkbox"/> Yes <input type="checkbox"/> No				%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No				%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No				%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No				%	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 8. COMMODITIES TRANSPORTED				
Identify any hazardous materials, waste or substances being hauled.				
N/A				
Identify radius of operations.				
50 MILES				
Identify routes - fixed and occasional (both outgoing and return).				
GREATER PHILADELPHIA				
Trips From Place of Origin To Place of Destination	% of Revenues	No. per Month	Principal Cities entered	Commodities Carried
GREATER PHILADELPHIA	100	60	PHILADELPHIA	PATIENTS

SECTION 9. COST OF HIRE

For policies rated under Trucker's Cost of Hire.

	Current Year	1st Prior Year	2nd Prior Year	3rd Prior Year	4th Prior Year
Indicate the total Cost of Hire, including wages, for automobiles leased or hired on a short term basis and specifically insured by the applicant as an owned automobile.	\$ 0	\$ 0	\$	\$	\$
Indicate the total Cost of Hire, including wages, for which are <i>not</i> specifically insured by the applicant as an owned automobile but are to be insured as hired automobiles.	\$ 30,000	\$ 30,000	\$	\$	\$
Represent Total Long and Short Term Cost of Hire	\$ 30,000	\$ 30,000	\$ 0	\$ 0	\$ 0

SECTION 10. GROSS RECEIPTS

(Required for Motor Carriers of Property or Passengers whether or not the policy is to be written on Gross Receipts basis.)

Gross Receipts	Current Year	1st Prior Year	2nd Prior Year	3rd Prior Year	4th Prior Year
Other than Truckers	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Truckers excluding receipts from trip leased equipment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

SECTION 11. VEHICLE INFORMATION AND USE

TOTAL VEHICLES

Veh. No.	Year	Vehicle Identification No.	Load Capacity	Type of Registration		Gross Vehicle Weight (GVW) Trucks only		Special Industry (T-FD-SD-WO-F-D-C-O)	Seating Capacity	Loss Payee Name
	Trade Name/ Model No.	Garage Location (Town/State)	State of Registration	Rating Classification		Gross Comb. Weight (GCW) Trucks-Tractors only		Radius Class (L-I-LD)	Tank Capacity	Loss Payee Address
	Type (1)	Name of Registered Owner of Vehicle	Rating Territory (2)	Orig. Cost New (3)	Comp. Symbol	Coll. Symbol	Size (L-M-H-EH)	Purpose Of Use (F or B) (S-R-C)	Final Rating	Loss Payee City, State, Zip Code
Veh. 1	2011	1FBNE3BLXBD801188	15 PASS	C=Commercial		3,500		Business	9-20	PNC BANK
	FORD/ E-350	PHILA/ PA	PA	1A		5,000		L=Local		2730 LIBERTY AVI
	Truck	IBRAHIM I MOHMED	14	30,000	500	500	L=Light	O=All Other		PITTSBURG, PA 15222
	PENNSYLVANIA				GREATER PHILADELPHIA					
Veh. 2										
Veh. 3										
Veh. 4										
Veh. 5										

(1) Type - Truck=T, Truck-Tractor=TT, Trailer=TR, Semi-Trailer=ST, Public Auto=PA
 (2) For public automobiles, use the highest rated territory where the vehicles pick up or discharge passengers.
 (3) Chassis and Body including Special Equipment.

For applicants with more than five vehicles, all additional vehicles must be listed on An AIP3500 Supplemental Vehicle Schedule and mailed with the original application to the Plan.

SECTION 12.a. COVERAGES AND PREMIUMS <small>As provided by the Rules of the Plan.</small>		Vehicle 1 Est. Prem.	Vehicle 2 Est. Prem.	Vehicle 3 Est. Prem.	Vehicle 4 Est. Prem.	Vehicle 5 Est. Prem.
All vehicles written under the same policy shall have the same Limits of Liability. Check appropriate boxes to indicate limits/deductibles						
Liability - Combined Single Limit (as required by law) <input checked="" type="checkbox"/> \$35,000 CSL <input type="checkbox"/> \$100,000 CSL <input type="checkbox"/> \$250,000 CSL <input type="checkbox"/> \$300,000 CSL <input type="checkbox"/> \$350,000 CSL <input type="checkbox"/> Other: _____		1,250				
Medical Benefit (Required) <input type="checkbox"/> \$5,000 <input type="checkbox"/> \$10,000 <input checked="" type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$100,000		600				
Income Loss Benefit <input type="checkbox"/> \$1,000/\$5,000 <input checked="" type="checkbox"/> \$1,000/\$15,000 <input type="checkbox"/> \$1,500/\$25,000 <input type="checkbox"/> \$2,500/\$50,000		550				
Funeral Benefit (Optional) <input checked="" type="checkbox"/> None <input type="checkbox"/> \$1,500 <input type="checkbox"/> \$2,500		0				
Accidental Death Benefit (Optional) <input checked="" type="checkbox"/> None <input type="checkbox"/> \$5,000 <input type="checkbox"/> \$15,000 <input type="checkbox"/> \$25,000		0				
Combination First Party Benefit (\$177,500) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		0				
Uninsured Motorist Coverage (Optional) (Not to exceed liability limits) <input checked="" type="checkbox"/> None <input type="checkbox"/> \$35,000 CSL <input type="checkbox"/> \$100,000 CSL <input type="checkbox"/> \$250,000 CSL <input type="checkbox"/> \$300,000 CSL <input type="checkbox"/> \$350,000 CSL. If "None" is checked, attach a signed Rejection of Uninsured Motorist Protection statement found on current Form PA-2000A to this application.						
Does the applicant accept stacked limits of Uninsured Motorist Coverage: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No" is checked, attach a signed Rejection of Stacked Uninsured Motorist Coverage Limits statement found on current Form PA-2000B to this application.						
Underinsured Motorist Coverage (Optional) (Not to exceed liability limits) <input checked="" type="checkbox"/> None <input type="checkbox"/> \$35,000 CSL <input type="checkbox"/> \$100,000 CSL <input type="checkbox"/> \$250,000 CSL <input type="checkbox"/> \$300,000 CSL <input type="checkbox"/> \$350,000 CSL. If "None" is checked, attach a signed Rejection of Underinsured Motorist Protection statement found on current Form PA-3000A to this application.		0				
Does the applicant accept stacked limits of Underinsured Motorist Coverage: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No" is checked, attach a signed Rejection of Stacked Underinsured Motorist Coverage Limits statement found on current Form PA-3000B to this application.						
EXTRAORDINARY MEDICAL BENEFIT COVERAGE (EMBC): UNLESS THE APPLICANT INITIALS THE STATEMENT PROVIDED BELOW, NO EXTRAORDINARY MEDICAL BENEFITS COVERAGE WILL BE PROVIDED. <input type="checkbox"/> REQUEST EXTRAORDINARY MEDICAL BENEFIT COVERAGE X _____ (Applicant's Signature)						
Physical Damage Comprehensive Deductibles \$100* \$200* \$250* \$500 \$1,000 \$5,000** Veh. 1 500 Veh. 2 _____ Veh. 3 _____ Veh. 4 _____ Veh. 5 _____ *For. **Not for private passenger, light commercial, motorcycle and recreational trailers and camper bodies only.		1,200				
Physical Damage Collision Deductibles \$100* \$200* \$250* \$500 \$1,000 \$5,000** Veh. 1 500 Veh. 2 _____ Veh. 3 _____ Veh. 4 _____ Veh. 5 _____ *For. **Not for private passenger, light commercial, motorcycle and recreational trailers and camper bodies only.		750				
Loss Of Use* Veh. 1 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, Veh. 2 <input type="checkbox"/> Yes <input type="checkbox"/> No, Veh. 3 <input type="checkbox"/> Yes <input type="checkbox"/> No, Veh. 4 <input type="checkbox"/> Yes <input type="checkbox"/> No, Veh. 5 <input type="checkbox"/> Yes <input type="checkbox"/> No *For private passenger, light commercial, motorcycle and recreational trailers and camper bodies only.		60				
Pollution Liability						
Total Estimated Premium per vehicle		\$ 4,410	\$ 0	\$ 0	\$ 0	\$
Total Estimated Premium for vehicles 1-5						4,410
Total Estimated Premium for supplemental vehicles						
Total Estimated Premium for all vehicles						4,410
Nonowned Auto Liability Coverage - If requested, Complete Section 12.b.						
Garagekeepers Coverage - If requested, Complete Section 12.c.						
Hired Auto Coverage - If requested, Complete Section 12.d.						
Drive Other Car Coverage (Complete 12.d. if requested) Number of individuals to be covered: _____						
Registration Plates Not Issued For A Specific Auto Number of plates: <input type="checkbox"/> \$35,000 CSL <input type="checkbox"/> \$100,000 CSL <input type="checkbox"/> \$250,000 CSL <input type="checkbox"/> \$300,000 CSL <input type="checkbox"/> \$350,000 CSL <input type="checkbox"/> Other: _____						
Partnership As The Named Insured Nonownership Liability Number of active and inactive partners: _____						
Total Estimated Premium for all vehicles and all coverages						\$ 4,410

SECTION 12.b. NONOWNED AUTO LIABILITY COVERAGE

Total No. Employees <u>1</u>	What percentage of the applicant's employees operate their vehicles in the business? <u>0</u>			
PREPARED FOOD DELIVERY SERVICES ONLY	AUTO REPAIR SHOPS AND AUTOS HELD FOR INSPECTION BY AN OFFICIAL INSPECTION STATION			
	Location	Address	No. of Employees	Rating Territory
	1. N/A			
Average No. Drivers _____	2.			
Are any other vehicles owned by the Applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes" complete the following.		Are any vehicles hauling exclusively for one firm/carrier? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", complete the following.		
Name of Insurance Company N/A	Policy No.	Name of Firm/Carrier		
Address of Insurance Company		Type of Business		
Description of any owned, leased, hired, and non-owned vehicles which are <i>not</i> to be insured.				
Year	Trade Make	Body Type	Vehicle Identification No.	

SECTION 12.c. GARAGEKEEPERS COVERAGE

Applicable only to official Inspection Stations approved by the PA DOT.

Total Values for All Locations	Specified Causes of Loss Deductible	Specified Causes of Loss Premium	Collision Deductible	Collision Premium

SECTION 12.d. HIRED AUTO COVERAGE

<input type="checkbox"/> Check here if desired.	Estimated Annual Cost of Hire	Rates Per \$100	Estimated Premium
		B.I. and P.D.	B.I. and P.D.
	\$		

SECTION 12.e. DRIVE OTHER CAR COVERAGE

For Non-Owned Automobiles.

Name of Individual(s) (If necessary, use Remarks Section)			

SECTION 13. FILINGS OR CERTIFICATES

Is filing or specific limit(s) of liability needed? Yes No If "Yes" to comply with:

Motor Carrier Act of 1980 Type: 1 2 3 4 Bus Regulatory Act of 1982 ICC Regulation - Docket No. _____

Local Ordinance (attach copy) State Regulation U. S. DOT No. _____ Other _____

If block(s) are checked, list state(s) and city(ies) requiring filings or limits of liability required by law.

Is applicant required to file evidence of financial responsibility? Yes No If "Yes", complete the following.

Last Name	First Name	MI	Social Security No.

Type of Filing Owner's (operation of owned vehicles) Operator's (operation of non-owned vehicles) Both

State where Filing required	Case or file No.	Reason for Filing

SECTION 14. PAYMENT PLANS

- Option 1 - Full Annual Premium
- Option 2 - Advance Premium Payment of 30% as provided by the Rules of the Plan.
Balance of annual premium to be paid within 30 days after receipt of the policy or notice of premium due.
- Option 3 - Installment Premium Payments of 30% as provided by the Rules of the Plan.*
Balance of annual premium to be paid in five (5) monthly installments to be completed six (6) months after the policy effective date. A \$4.00 installment charge must be paid with each installment.
In order to ensure timely and proper credit, installment premium payments should be made only to the assigned carrier. Please note that neither the Pennsylvania Assigned Risk Plan nor the producer of record are agents of the assigned carrier.
- Premium to be Financed - Name of Premium Finance Company**

Payment by: Check	Check No. 3050
Total Estimated Premium (all units and coverages)	\$ 4,410
Deposit Premium	\$ 1,323
Amount Submitted with this Application	\$ 1,323

* Not Available on Premium Financed Policies.
** Attach a copy of Premium Finance contract.

SECTION 15. PREVIOUS AUTOMOBILE INSURANCE CARRIER

Information for the past three years. Attach loss statements from previous carrier.

Name of latest carrier N/A	Address of latest carrier	
Policy No.	Was coverage through Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Termination Date

If "Yes", give reason terminated.

Complete the following for Motor Carriers of Property and Passengers:

	Policy No.	Policy Period From To	Name and Address of Insurance Company
1st Prior Year			
2nd Prior Year			
3rd Prior Year			

EVERY POOLED CAP APPLICATION MUST BE ACCOMPANIED BY FOUR (4) YEARS OF THE APPLICANT'S ACCOUNT HISTORY (INCLUDING CLAIMS AND LOSS EXPERIENCE), UNLESS THE RISK HAS BEEN IN BUSINESS LESS THAN FOUR (4) YEARS, IN WHICH EVENT THE ACCOUNT HISTORY FOR THAT PERIOD MUST BE FURNISHED.

SECTION 16. EVIDENCE OF INSURANCE AND REQUESTED EFFECTIVE DATE OF COVERAGE

This application, having been completed and duly executed, shall be, from the effective date and time shown below, evidence of insurance in the limits and coverages specified, subject to the following conditions:

IS EASI IMMEDIATE BINDING COVERAGE REQUESTED YES NO

1. Coverage is effective at the time and on the date shown below, provided the EASI Immediate Binding Procedure authorized by Sections 24 and 33 of the Pennsylvania Assigned Risk Plan has been utilized. You must make proper payment in accordance with Section 14 of this application. The applicant is advised to sign this application in the presence of the producer of record. If EASI Immediate Binding Coverage is utilized, confirmation of the effective date is established by the EASI Reference Number.

If immediate binding coverage is not required, or the applicant is a Pooled CAP risk ineligible for immediate binding coverage, then the effective date of Plan coverage will be as shown below in accordance with the provisions of Pennsylvania Plan Section 38 but in no event shall coverage be effective prior to 12:01 A.M. on the day following the date of mailing of the completed application and prescribed deposit.

2. A premium charge will be made for these coverages if the policy, when and as issued, is not accepted by the insured.

3. The insurance afforded hereunder shall be subject to all the terms and conditions of the Policy Form prescribed for use in accordance with the rules of the Pennsylvania Assigned Risk Plan.

Requested Effective Date and Time of Coverage:
(Not to exceed 30 days from the date of application submission)
11/19/2012 5:01 pm
Example: 09/01/2003 11:30 AM

IN NO EVENT SHALL COVERAGE BE EFFECTIVE PRIOR TO THE DATE AND HOUR OF COMPLETION OF THIS APPLICATION.

Applicants requiring filings or a limit of liability in excess of \$350,000 Combined Single Limits will be subject to a 15 calendar day delay in the effective date as specified in Section 38 of the Pennsylvania Assigned Risk Plan.

IMPORTANT: FOR POOLED CAP RISKS REQUIRING FILINGS (ICC, PUC, etc.) OR LIMITS IN EXCESS OF \$350,000 COMBINED SINGLE LIMITS, COVERAGE WILL BE EFFECTIVE ON A DATE SPECIFIED BY THE APPLICANT OR FIFTEEN (15) CALENDAR DAYS FOLLOWING THE PLAN ASSIGNMENT DATE, WHICHEVER IS LATER, UNLESS THE APPLICANT PROVIDES BOTH A DECLARATION PAGE FROM THE INSURER SHOWING COVERAGE THROUGH THE DATE OF APPLICATION, AND EITHER A NOTICE OF ESTIMATED RENEWAL PREMIUM OR A TERMINATION NOTICE PURSUANT TO ACT 86 FOR A REASON OTHER THAN NON-PAYMENT OF PREMIUM, FRAUD OR MATERIAL MISREPRESENTATION, IN WHICH CASE THE EFFECTIVE DATE OF COVERAGE SHALL BE IN ACCORDANCE WITH PENNSYLVANIA PLAN SECTION 38.

NOTE: In the event there is no U.S. postmark (a metered mail postmark, electronic stamp, or other postage service or stamp are not considered a U.S. postmark), coverage will become effective no earlier than 12:01 a.m. on the day following receipt in the Plan Office.

PREMIUM DETERMINATION

I understand that the premium shown on this application is an estimated premium. The company reserves the right to adjust the premium either prior to or after the issuance of the policy, whenever applicable, as permitted by the Rules and Rates approved by the Pennsylvania Insurance Department in accordance with the Pennsylvania Insurance Department regulations. Cash cannot be accepted by the Producer of Record. Premium monies to the Producer of Record shall be only in the form of a bank/postal money order, cashier's check, certified check, premium finance check or personal check made payable to the Pennsylvania Assigned Risk Plan.

By: [Signature] Date 11/19/12 Hour 5:06 AM PM
 Applicant's Signature

_____ Date _____ Hour _____ AM PM
 Person Authorized to Sign For Applicant

If additional named insureds are to be covered under a policy issued to the Applicant, authorized signatures for each such additional named insured shall be provided below. Such additional named insureds agree to be bound by the statements made by the Applicant in this form.

_____ Date _____ Hour _____ AM PM
 Person Authorized to Sign For Applicant

PRODUCER OF RECORD STATEMENT: I hereby certify that I am a licensed broker/agent of the State of Pennsylvania, and certified by the Pennsylvania Plan. I have read the Pennsylvania Assigned Risk Plan, have explained the provisions to the applicant, and have included in this application all required information given to me by the applicant. In the event the policy is cancelled or a change is made resulting in a return premium to the insured, I agree to return the unearned commission portion of such return premium.

My signature hereon represents certification of the Statement of the Producer of Record on this application and I certify this application is submitted pursuant to the effective date provisions contained in the Pennsylvania Assigned Risk Plan and accompanied by all coverage/acceptance rejection forms mandated by Act 6.

By: [Signature] Date 11/19/12 Hour 5:06 AM PM
 Producer's Signature

IMPORTANT NOTICE

Insurance Companies operating in the Commonwealth of Pennsylvania are required by law to make available for purchase the following benefits for you, your spouse or other relatives or minors in your custody or in the custody of your relatives, residing in your household, occupants of your motor vehicle or persons struck by your motor vehicle:

- (1) Medical benefits, up to a least \$100,000.
- (1.1) Extraordinary medical benefits, from \$100,000 to \$1,100,000 which may be offered in increments of \$100,000.
- (2) Income loss benefits, up to a least \$2,500 per month up to a maximum benefit of at least \$50,000.
- (3) Accidental death benefits, up to a least \$25,000.
- (4) Funeral benefits, \$2,500.
- (5) As an alternative to paragraphs (1), (2), (3) and (4), a combination benefit, up to at least \$177,500 of benefits in the aggregate or benefits payable up to three years from the date of the accident, whichever occurs first, subject to a limit on accidental death benefit of up to \$25,000 and a limit on funeral benefit of \$2,500, provided that nothing contained in this subsection shall be construed to limit, reduce, modify or change the provisions of section 1715(d) (relating to availability of adequate limits).
- (6) Uninsured, underinsured and bodily injury liability coverage up to at least \$100,000 because of injury to one person in any one accident and up to at least \$300,000 because of injury to two or more persons in any one accident or, at the option of the insurer, up to at least \$300,000 in a single limit for these coverages, except for policies issued under the Assigned Risk Plan. Also, at least \$5,000 for damage to property of others in any one accident.

Additionally, insurers may offer higher benefit levels than those enumerated above as well as additional benefits. However, an insured may elect to purchase lower benefit levels than those enumerated above.

Your signature on this notice or your payment of any renewal premium evidences your actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits you have selected.

If you have any questions or you do not understand all of the various options available to you, contact your agent or company.


If you do not understand any of the provisions contained in this notice, contact your agent or company before you sign.

[Signature]
 Applicant's Signature

SECTION 17. APPLICANT'S STATEMENT

I DECLARE AND CERTIFY THAT: (1) I HAVE TRIED AND FAILED TO OBTAIN AUTOMOBILE INSURANCE IN THIS STATE WITHIN 60 DAYS PRIOR TO THE DATE OF APPLICATION; (2) to the best of my knowledge and belief that all statements contained in this application are true; (3) I do not owe any insurance company any automobile premiums due or contracted during the past 12 months. (4) I designated as Producer of Record for this insurance the producer named in this application and I understand he is not acting as an agent of the Pennsylvania Assigned Risk Plan or any company for the purpose of this insurance. (5) I agree that no coverage will be effective if my premium remittance, which accompanies the application, and is forwarded to the assigned carrier, is justifiably dishonored by the financial institution.

The Producer of Record has been unable to obtain coverage for you through the voluntary market. This application is for coverage through the Pennsylvania Assigned Risk Plan. Within twenty (20) days of receipt of this application, you may request in writing that the Insurance Department review the reasons why you were unable to obtain coverage through the voluntary market.

By  Date 11/19/12 Hour 5:06 AM PM
Applicant's Signature

NOTICE TO APPLICANT AND PRODUCER

In the event acknowledgment of coverage is not received within 30 days, notify the Plan Office, P.O. Box 6510, Providence, RI 02940-6510. Please give application number.

FAIR CREDIT REPORTING ACT NOTICE

In addition to routine verification of information pertinent to the insurance applied for, if the application is by an individual for insurance primarily for personal or family purposes, the insurer to which it is assigned may have an investigative consumer report made including information bearing on character, general reputation, personal characteristics or mode of living and, upon the individual's written request, will disclose in writing the nature and scope of the investigation requested, if such report is procured.

ATTACHMENTS

- Deposit Premium Payment
 - Copy of Premium Finance Contract
 - Copy of Vehicle Registration mandatory for each vehicle
 - Coverage Selection/Acceptance/Rejection Forms
 - Supplemental Commercial Vehicle Schedule, if applicable
 - Copy of Foreign Driver's License*
 - Copy of International Driving Permit *
- *If the above are checked, attach a copy of one of the following:
- (1) a valid passport
 - (2) a valid alien registration receipt (green card)
 - (3) a valid employment authorization card issued by the United States Department of Homeland Security
 - (4) a valid proof of nonimmigrant classification issued by the United States Department of Homeland Security

REMARKS SECTION

Empty box for remarks.

HEALTHCARE TRANSPORTATION SERVICES LLC
6826 BINGHAM ST
PHILADELPHIA, PA 19111

DECLARATION FOR A BUSINESS AUTO

Policy Number: BMCPA4561543

Issue Date:

ITEM ONE

NAMED INSURED AND ADDRESS	PRODUCER NAME AND ADDRESS
HEALTHCARE TRANSPORTATION SERVICES LLC 6826 BINGHAM ST PHILADELPHIA, PA 19111	ELSIDIEG A ABASHERA 4521 BALTIMORE AVE PHILADELPHIA, PA 19143

POLICY PERIOD From 11/20/12 to: 11/20/13 12:01 A.M. STANDARD TIME 12:01 AM (AT THE ADDRESS OF THE NAMED INSURED AS STATED ABOVE)	TRANSACTION EFFECTIVE DATE: 11/20/12 TRANSACTION TYPE: NEW BUSINESS
---	--

Insured Company and Code: 20052 National Liability and Fire Insurance Company
 Named Insured's Business: BASIC MEDICAL TRANSPORTATION
 Form of Business: CORPORATION

Total Annual Premium	Total Premium	Change in Premium	Factor
10,113	10,113	0	1.00

Motor Vehicle Enforcement Fee of \$0 is included in the Total Premium

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column on the covered autos schedule. 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 symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT <i>The most we will pay for any one accident or loss</i>	
Liability Insurance Bodily Injury	7	35,000	CSL
Property Damage			
Supplemental Spousal Liability		Separately stated in each S.S.L. Endorsement	
Mandatory Personal Injury Protection (No-Fault)		Separately stated in each PIP Endorsement minus \$ ded. See Schedule of Covered Autos and Form ARS0023	
Added Personal Injury Protection		Separately stated in each Additional PIP Endorsement minus \$ ded. See Schedule of Covered Autos and Form ARS0023.	
Aggregate No Fault Benefits Available			
Maximum Monthly Work Loss			
Other Necessary Expenses (Per Day)			
Death Benefit			
Optional Basic Economic Loss (OBEL)		Separately stated in each O.B.E.L. Endorsement	
Medical Benefit	7	25,000	
Towing Property Damage			
Supplementary Uninsured/Underinsured Motorists			

THIS POLICY HAS SUM COVERAGE IN THE AMOUNT SHOWN. THE MAXIMUM PAYABLE UNDER SUM COVERAGE SHALL BE THE POLICY'S SUM LIMITS REDUCED AND THIS OFFSET BY MOTOR VEHICLE BODILY INJURY LIABILITY POLICY OR BOND PAYMENTS RECEIVED FROM, OR ON BEHALF OF ANY NEGLIGENT PARTY INVOLVED IN THE ACCIDENT, AS SPECIFIED IN THE SUM ENDORSEMENT

Physical Damage Comprehensive	7	Actual Cash Value or cost of repair, whichever is less minus \$500 ded. For each covered auto subject to a maximum payable of \$75,000
Physical Damage Collision	7	Actual Cash Value or cost of repair, whichever is less minus \$500 ded. For each covered auto subject to a maximum payable of \$75,000

FILINGS

RECIPIENTS

LOSS PAYEE

PNC BANK
2730 LIBERTY AVE
PITTSBURG, PA 15222



COUNTERSIGNED BY

FREE

SCHEDULE OF COVERED AUTOS

VEHICLE INFORMATION

AUTO	MODEL YEAR	TRADE NAME	IDENTIFICATION NUMBER	CLASS	TERR	POINT % or \$ CHARGE	DISCOUNT	PLATE #
1	2011	FORD	1FBNE3BLXBD801188	5852	14	0		
2								
3								
4								
5								

EXPERIENCE MODIFICATION	Liability	Physical Damage
-------------------------	-----------	-----------------

ZONE: BASE/ FAR	Auto 1	Auto 2	Auto 3	Auto 4	Auto 5

COVERAGES – PREMIUMS, LIMITS and DEDUCTIBLES

	A U T O	LIABILITY			UNINSURED MOTORISTS			UNDERINSURED MOTORIST		MEDICAL BENEFIT		INCOME LOSS		LOSS OF USE	MED PAY	TOW PROPERTY DAMAGE
		CSL			CSL			CSL		Limit	Ded	Limit	Ded			
PREMIUM CHARGES	1	7085								2390		7				
	2															
	3															
	4															
	5															
LIMITS OF LIABILITY		Each Per	Each Acc	Each Acc	Each Per	Each Acc	Each Acc	Each Per	Each Acc	Limit	Ded	Limit	Ded			
	1	35			35			35		25						
	2															
	3															
	4															
5																

A U T O	Cost	Coll Sym	Comp Sym	PREMIUM CHARGES	COLLISION	COMPREHENSIVE
1	30,000				424	207
2						
3						
4						
5						
A U T O				LIMITS OF LIABILITY	Ded	Ded
1					500	500
2						
3						
4						
5						

DECLARATION FOR A BUSINESS AUTO

Policy Number: BMCPA4561543

Issue Date:

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

State	Class Code	Exp Liab Factor	Est COH Each State	Rate Per Each \$100 Cost of Hire	Premium	
					CSL	

Cost of Hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FIVE

SCHEDULE FOR NON-OWNERSHIP LIABILITY

Location 1

Named Insured's Business	Rating Basis	Number	Class Code	Premium	
				CSL	
Other Than Garage Service Operations and Other Than Social Service Agencies	Number of Employees				
	Number of Partners				
Garage Service Operations	Number of Employees Whose Principal Duty Involves The Operation Of Autos				
Social Service Agencies	Number of Employees				
	Number of Volunteers				

Experience Liability Factor:

Location 2

Named Insured's Business	Rating Basis	Number	Class Code	Premium	
				Bodily Injury	Property Damage
Other Than Garage Service Operations and Other Than Social Service Agencies	Number of Employees				
	Number of Partners				
Garage Service Operations	Number of Employees Whose Principal Duty Involves The Operation Of Autos				
Social Service Agencies	Number of Employees				
	Number of Volunteers				

Experience Liability Factor:

Location 3

Named Insured's Business	Rating Basis	Number	Class Code	Premium	
				Bodily Injury	Property Damage
Other Than Garage Service Operations and Other Than Social Service Agencies	Number of Employees				
	Number of Partners				
Garage Service Operations	Number of Employees Whose Principal Duty Involves The Operation Of Autos				
Social Service Agencies	Number of Employees				
	Number of Volunteers				

Experience Liability Factor:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA BASIC FIRST PARTY BENEFIT

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

BUSINESS AUTO COVERAGE FORM
GARAGE 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.

Named Insured:
Endorsement Effective:

SCHEDULE

Benefits	Limit of Insurance
Medical Expense Benefit	Up to \$5,000 per insured
Information required to complete this Schedule, if not shown above, will be shown on the Declarations	

A. COVERAGE

We will pay the Basic First Party Benefit in accordance with the "Act" to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto".

BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefit consists of a Medical Benefit. This benefit consists of reasonable and necessary medical expenses incurred for an "insured's":

1. Care;
2. Recovery; or
3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury". If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury", medical expenses will be paid

without limitation as to the time such further expenses are incurred.

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member".
3. Any person while "occupying" a covered "auto".
4. Any person while not "occupying" an "auto" if injured as a result of an "accident" in Pennsylvania involving a covered "auto".

If a covered "auto" is parked and unoccupied, it is not an "auto" involved in an "accident" unless it was parked in a manner as to create an unreasonable risk of injury.

C. EXCLUSIONS

We will not pay First Party Benefits for "bodily injury":

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.

3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
 - a. You; or
 - b. Any "family member".
5. Sustained by any person who, at the time of the "accident":
 - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act"; or
 - b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:
 - a. You; or
 - b. Any "family member".
8. Sustained by any person while "occupying":
 - a. A recreational vehicle designed for use off public roads; or
 - b. A motorcycle, moped or similar type vehicle.
9. Arising directly or indirectly out of:
 - a. A discharge of a nuclear weapon (even if accidental);
 - b. War, including undeclared or civil war;
 - c. 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
 - d. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
10. From or as a consequence of the following whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;

- b. Radiation; or
- c. Radioactive contamination.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos", premiums paid, claims made, "autos" involved in the "accident" or insurers providing First Party Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or in the Declarations.
2. Any amount payable under First Party Benefits shall be excess over any sums paid, payable or required to be provided under any workers' compensation law or similar law.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for FIRST PARTY BENEFITS as follows:

1. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US does not apply.
2. The following CONDITIONS are added:

NON-DUPLICATION OF BENEFITS

No person may recover duplicate benefits for the same expenses or loss under this or any other similar automobile coverage including self-insurance.

PRIORITIES OF POLICIES

We will pay First Party Benefits in accordance with the order of priority set forth by the "Act". We will not pay if there is another insurer at a higher level of priority. The "First" category listed below is the highest level of priority and the "Fourth" category listed below is the lowest level of priority. The priority order is:

- | | |
|--------|--|
| First | The insurer providing benefits to the "insured" as a named insured. |
| Second | The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the "Act". |
| Third | The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident". |
| Fourth | The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is: <ol style="list-style-type: none"> a. Not "occupying" an "auto"; and b. Not provided First Party Benefits under any other policy. |

If two or more policies have equal priority within the highest applicable number in the priority order:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible;
2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit shown in the Schedule or Declarations;
3. The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim. If contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and
4. The maximum recovery under all policies shall not exceed the amount payable under the policy with the highest dollar limits of benefits.

F. ADDITIONAL DEFINITIONS

1. The definition of "auto" in the DEFINITIONS Section is replaced by the following:

"Auto" means a self-propelled motor vehicle operated or designed for use on public roads. However, "auto" does not include a vehicle operated:

- a. By muscular power; or
 - b. On rails or tracks.
2. The following are added to the DEFINITIONS Section:
 - a. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
 - b. "Family member" means a resident of your household who is:
 - (1) Related to you by blood, marriage or adoption; or
 - (2) A minor in your custody or in the custody of any other "family member".
 - c. "Occupying" means in, upon, getting in, on, out or off.

Instructions

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every applicable policy affording Basic First Party Benefits issued in accordance with the provisions of the Pennsylvania Assigned Risk Plan.

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LIMITED BENEFITS

THIS ENDORSEMENT PROVIDES COVERAGE ONLY FOR "MEDICAL BENEFIT".

WARNING

YOU SHOULD BE AWARE THAT EXTRAORDINARY MEDICAL BENEFIT COVERAGE DOES NOT APPLY TO THE FIRST \$100,000 OF "MEDICAL EXPENSE" INCURRED BY ANY INSURED. YOU CAN AVOID HAVING TO PAY SOME OF YOUR OWN MEDICAL BILLS BY PURCHASING THE ADDED FIRST PARTY BENEFITS COVERAGE WITH A MEDICAL BENEFIT LIMIT OF \$100,000.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA EXTRAORDINARY MEDICAL BENEFIT COVERAGE

Endorsement Effective:
Named Insured:

This endorsement modifies insurance provided under the following:

PENNSYLVANIA BASIC FIRST PARTY BENEFIT

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:

The provisions of the Basic First Party Benefit Endorsement apply unless modified by this endorsement.

SCHEDULE

Benefit	Limit of Liability (per "insured")
Medical Benefit	Up to \$ _____

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

A. COVERAGE

The COVERAGE provision in the Basic First Party Benefit endorsement is deleted for this endorsement and replaced by the following, to apply only to this coverage:

We will pay a "medical expense" benefit in accordance with the "Act" up to the limit shown in the Schedule to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto". Regardless of whether you have purchased Basic, Added or Combination First Party Benefit Coverage under this Coverage Form, we will pay Extraordinary Medical Benefit Coverage only after \$100,000 has been incurred by any one "insured" for "medical expense" resulting from any one "accident".

B. EXCLUSIONS

The exclusions in the Basic First Party Benefit endorsement apply to this endorsement. The following exclusion is added and applies only to this coverage:

We will not pay a medical benefit for the first \$100,000 of "medical expense" incurred by an "insured" as a result of any "accident".

C. LIMIT OF INSURANCE

The LIMIT OF INSURANCE provision in the Basic First Party Benefit endorsement is deleted for this endorsement and replaced by the following, to apply only to this coverage:

1. Regardless of the number of covered "autos", premiums paid, claims made, autos involved in the "accident" or insurers providing Extraordinary Medical

Benefit Coverage, the most we will pay for a medical benefit to or for an "insured" as a result of any one "accident" is the limit shown in the Schedule, subject to an annual limit of \$50,000 for each "insured". However, the annual limit of \$50,000 for each "insured" does not apply to "medical expense" incurred within 18 months from the date the "insured" incurs \$100,000 of "medical expense" as a result of the "accident".

2. Any amounts payable under this endorsement shall apply over and above any amounts available to an "insured" for "medical expense" under Basic, Added or Combination First Party Benefits provided in accordance with the "Act".
3. If an "insured" who is eligible for Extraordinary Medical Benefit Coverage is also eligible for benefits under the Catastrophic Loss Trust Fund, the total recovery under Extraordinary Medical Benefit Coverage and the Catastrophic Loss Trust Fund combined shall not exceed \$1,000,000. However, the total amount payable under Extraordinary Medical Benefit Coverage, under this endorsement, shall not exceed the amount shown in the Schedule or in the Declarations.
4. Any amount payable under Extraordinary Medical Benefit Coverage shall be excess over any amount paid, payable or required to be provided under any workers' compensation law or similar law.

D. CHANGES IN CONDITIONS

The CONDITIONS are changed for PENNSYLVANIA EXTRAORDINARY MEDICAL BENEFIT COVERAGE as follows:

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Instructions

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every applicable policy affording Extraordinary Medical Benefit Coverage issued in accordance with the provisions of the Pennsylvania Assigned Risk Plan.

1. Paragraph 2.b. of DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is amended by the addition of the following:

(6) Submit proof when required by us that at least \$100,000 in "medical expense" has been incurred as a result of any one "accident" by an "insured" seeking coverage under this endorsement.

2. The following CONDITION is added:

STRUCTURED SETTLEMENTS

Where it appears the payment of a medical benefit in the form of a structured settlement will be both cost effective to us and in the best interest of an "insured", we and any "insured" may make an agreement that is mutually satisfactory as respects timing and amounts of payments under Extraordinary Medical Benefit Coverage. This may include annuities or other long-term payment arrangements.

E. ADDITIONAL DEFINITIONS

The definitions in the Basic First Party Benefit endorsement apply to this endorsement. The following definition is added and applies only to this coverage:

"Medical expense" means reasonable and necessary medical expenses incurred as a result of an "accident" for an "insured's":

1. care;
2. recovery; or
3. rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

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
TRUCKERS COVERAGE FORM

SCHEDULE

Loss Payee: _____

Description of Vehicle	Coverage		Limit
	<input type="checkbox"/>	Collision	Not to Exceed \$ _____
	<input type="checkbox"/>	Other Than Collision	

With respect to coverage provided by this endorsement, it is agreed that for the auto specified in the Schedule or identified in the Policy Declarations as having a loss payee, 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 Schedule or Policy Declarations 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.

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Instructions

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every applicable policy issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Notes: The language and matter in brackets may be modified by the company to accommodate the company's loss payee (additional insured) processes.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL DAMAGE COVERAGE - PENNSYLVANIA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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:
Named Insured:

Physical Damage Coverage is changed as follows:

A. The Coverage Extension for Loss Of Use Expenses under Coverage is replaced by the following:

Coverage Extensions

b. Loss Of Use Expenses do not apply.

B. Exclusions is changed as follows:

1. Exclusion B.4. of the Business Auto Coverage Form and Exclusions **B.2.c., d., e. and f.** of the Truckers Coverage Form are replaced as follows:

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 **c.** and **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" 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 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.

2. The following Exclusion is added:

We will not pay for "loss" to a covered "auto" arising out of or during its use for the transportation of any:

- a. explosive substance;
- b. flammable liquid; or
- c. similar hazardous materials

except transportation incidental to your ordinary household or farm activities.

C. **Limits of Insurance** is replaced by the following:

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" [but not to exceed \$25,000].
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality [but not to exceed \$25,000].

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** is replaced by the following:

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.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Physical Damage Coverage in accordance with the provisions of an Automobile Insurance Plan or JUA.

NOTE: The matter in brackets may be deleted or the amount changed in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

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.

- (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) 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".

- 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.

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

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.

A. Changes In Liability Coverage

2. The following is added to Supplementary Payments:

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

B. Changes In Conditions

1. The following is added to the **Loss Conditions** Section:

Paragraph **A.2.b.(5)** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

After we show good cause, submit to examination at our expense, by physicians of our choice.

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or

"suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

2. The following is added to the **General Conditions** Section:

CONSTITUTIONALITY CLAUSE

The premium for, and the coverages of, this Coverage Form have been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law.

In the event a court, from which there is no appeal, declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recomputed the premium payable for the Coverage Form and void or amend the provisions of the Coverage Form, subject to the approval of the Insurance Commissioner.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording coverage issued in accordance with the provisions of the Pennsylvania Assigned Risk Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN COMMERCIAL AUTO COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE 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:
Named Insured:

A. SECTION II—LIABILITY COVERAGE

Coverage Extensions under Coverage is changed as follows:

Coverage Extensions

The **Supplementary Payments** provision is replaced by the following:

Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$250 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 \$100 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. Changes In Conditions

Policy Period, Coverage Territory under **General Conditions** is replaced by the following:

General Conditions

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; and
- d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES—COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

- A. The **Cancellation Common Policy Condition** is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

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

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or your producer or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-

force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF 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. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage - Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, 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

With respect to this Exclusion, Paragraph C.5. describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the Exclusion in Paragraphs B. or C., coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every commercial policy issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

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.

A. The following exclusion is added to Paragraph B. Exclusions of Section II – Liability Coverage in the Business Auto, Motor Carrier and Truckers Coverage Forms and for "Garage Operations" – Covered "Autos" in the Garage Coverage Form:

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. Additional Definitions

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS
 COVERAGE FORM
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES 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
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph B. are added to all Insuring Agreements that set forth a duty to defend under:

1. Section I of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-Related Practices Liability, Farm, Liquor Liability, Medical Professional Liability, Owners And Contractors Protective Liability, Pollution Liability, Product Withdrawal, Products/Completed Operations Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
2. Section II – Liability Coverage in Paragraph A. Coverage under the Business Auto, Garage and Motor Carrier Coverage Forms;
3. Section A – Coverage under the Legal Liability Coverage Form; and

4. Coverage C – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph B. also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy issued in accordance with the provisions of the Pennsylvania Assigned Risk Plan.

National Liability & Fire Insurance Company

Privacy Policy

At National Liability & Fire Insurance Company we recognize the privacy concerns of our customers. We are committed to treating and using personal information about you responsibly.

Information We Collect

We collect personal information about you from:

- You;
- Applications or other forms you complete;
- Your transactions with us, our affiliates, or others;
- Consumer reporting agencies or insurance support organizations;
- Parties insured under a policy issued by us;
- Parties involved in a claim submitted under a policy issued by us.

Information obtained from a report prepared by an insurance support organization may be retained by that organization and disclosed to others.

Information We Disclose

We do not disclose personal information about you, our customers or our former customers to anyone, except as required or permitted by law.

We may disclose information we collect:

- To a person or company that needs the information to perform an administrative, business, professional, or insurance function for us;
- To confirm eligibility for insurance benefits or payments;
- To detect or prevent criminal activity or fraud;
- To other insurance companies or agents that need the information to perform an insurance function or to allow us to perform an insurance function;
- To medical providers to verify insurance coverage or conduct operations or services audits;
- To insurance regulators;
- To law enforcement;
- In response to a subpoena, search warrant or other court order;

remains valid (not more than 24 months); (g) your signature; and (h) the date signed. You may revoke the authorization at any time by sending written notice of revocation to our agent at the address listed above. We reserve the right to refuse to disclose privileged information.

Your Right to Review and Correct Personal Information

If you are a resident of Arizona, California, Connecticut, Maine, Montana, Nevada, New Jersey, or Oregon and you wish to review personal information that we have collected about you, please send a written request to our agent:

Northeast Alliance Insurance Agency, LLC
Attention: Privacy Policy Compliance Manager
999 Stewart Avenue
Bethpage, NY 11714

The request should include your name, address, phone number, and policy number. Tell us what kind of information you want to see. We will review our records and let you know what we have. You may review the information in person or ask us to send you a copy by mail. If we disclosed the information in the past 2 years, we will tell you the identity of those to whom it was disclosed or to whom we normally disclose such information. We may charge a reasonable fee to collect and send the information to you.

If you find mistakes in the personal information we have collected about you, please send us a written request to correct the information. If we agree, we will correct our files. At your request, we will send corrected information to a person named by you who may have received incorrect information from us in the past 2 years. If we disagree, you may file a short statement of dispute with us. Your statement will be included with any information we share in the future. At your request, we will send the statement to a person named by you who may have received your information from us in the past 2 years.

Your Rights Regarding Medical Record Information

If you are a resident of Montana, you are entitled to a record of any medical record information we disclose. Please send a written request to our agent:

Northeast Alliance Insurance Agency, LLC
Attention: Privacy Policy Compliance Manager
999 Stewart Avenue
Bethpage, NY 11714

The request should include your name, address, phone number, and policy number. If we disclosed medical record information in the past 2 years, we will identify any person to whom it was disclosed or to whom we normally disclose such information. We will also tell you what information was disclosed or may have been disclosed. If required by law, we will also provide the date of disclosure.

Schedule of Attaching Forms/Endorsements

Policy No: BMCPA4561543

The following endorsements with X entered in the line are attached to this policy.

- X CA 00 01 03 06 Business Auto Coverage Form
- X CA 01 80 09 97 Pennsylvania Changes
- X AP 62 15 02 07 Changes in Commercial Auto Coverage Form
- X AP 20 49 02 05 Pennsylvania Changes-Common Policy Conditions
- X CA 23 84 01 06 Exclusion of Terrorism
- X CA 23 94 03 06 Silica Or silica-Related Dust Exclusion For Covered Autos Exposures
- X IL 00 17 11 98 Common Policy Conditions
- X IL 00 21 09 08 Nuclear Energy Exclusion Endorsement t (Broad Form)
- X IL 01 20 05 11 Pennsylvania Changes -Defense Costs

- CA 20 12 10 01 Leasing or Rental Concerns-Rent-It- There/Leave-It- HereAutos
- CA 20 11 03 06 Leasing or Rental Concerns-Exclusion of Certain Leased Autos
- CA 20 27 02 99 Registration Plates Not Issued For A Specific Auto
- AP 40 41 01 10 Pennsylvania Uninsured Motorists Coverage-Stacked
- AP 40 42 05 01 Pennsylvania Split Uninsured Motorists Coverage-Stacked
- AP 40 43 01 10 Pennsylvania Underinsured Motorists Coverage-Stacked
- AP 40 44 01 10 Pennsylvania Uninsured Motorists Coverage-Unstacked
- AP 40 45 01 10 Pennsylvania Underinsured Motorists Coverage-Unstacked
- AP 40 46 11 08 Pennsylvania Split Underinsured Motorists Coverage Limits-Stacked
- X AP 50 14 05 08 Pennsylvania Basic First Party
- X AP 50 16 11 08 Pennsylvania Added And Combination First Party Benefit Endorsement
- AP 90 46 04 08 Split Liability Limits

- CA 21 95 09 95 Pennsylvania Split Uninsured Motorists Coverage Limits-Nonstacked
- CA 21 96 09 95 Pennsylvania Split Underinsured Motorist Coverage Limits-Nonstacked
- CA 99 18 12 93 Individual Named Insured
- X AP 70 37 11 08 Loss Payable Clause
- X AP 60 46 11 08 Physical Damage Pennsylvania
- ARS0024 Advisory Fast Food Nonowned Liability