



## BUSINESS AUTOMOBILE CHANGES (New York)

Refer to Supplementary Declarations if information is not shown on this form.

**We** provide coverage under this endorsement subject to the **terms** contained in the **Business Automobile** Provisions.

### AGREEMENT

The changes that follow in this endorsement apply when the covered **business automobile** is licensed or principally garaged in New York State.

### CHANGES WITH RESPECT TO EXCLUSIONS

The following exclusions shown in form BA-20 are changed or eliminated as follows:

1. Exclusion 4., the **pollution** exclusion been removed and replaced as follows: **We** pay for injury or damage caused by the accidental discharge or escape of **pollutants** that are or that are a part of property that is:
  - a. being transported from **your** acceptance point preparatory to being loaded for transport aboard the covered **motor vehicle**;
  - b. being loaded, transported, towed or otherwise in the course of transit by the covered **motor vehicle**;
  - c. being unloaded from the covered **motor vehicle** and while being transported by **you** to their place of delivery or disposition; and
  - d. being stored, treated or otherwise disposed of in or upon the covered **motor vehicle**, other than fuels, lubricants, exhaust emissions and similar pollutants which are required for the normal functioning or operation of the covered **motor vehicle** or parts of such **motor vehicle**.

**We** pay for injury or damage caused by the accidental discharge or release of pollutants from a covered **motor vehicle** as a result of maintenance or use of the covered **motor vehicle** or that is caused by the collision, upset or overturn of the covered **motor vehicle**.

2. Exclusion 7.a., the employer's liability exclusion has been removed and replaced as follows: **We** do not pay for **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**. However, this exclusion does not apply to **bodily injury** to domestic employee(s) who do not qualify for workers' compensation benefits.
3. Exclusion 9., the exclusion relating to the movement of property is deleted
4. Exclusion 10., the exclusion relating to the movement by mechanical device is deleted.
5. Exclusion 11., the exclusion relating to completed operations is deleted.

### LIMITS OF INSURANCE

The limits of insurance shown on the Declarations will apply but in no event will those limits be less than that required by the financial security laws of New York, to wit:

- a. the required minimum coverage for liability for injury to one person in an **automobile accident** shall be \$25,000.
- b. the required minimum coverage for liability for injury to two or more persons in an **automobile accident** shall be \$50,000.
- c. the required minimum coverage for **property damage** liability shall be \$10,000.
- d. the minimum **bodily injury** liability limits shall be \$50,000 for any injury resulting in death sustained by any one person in any one **accident** and \$100,000 limits for any injuries resulting in death sustained by two or more persons in any one **accident**.

### CHANGES WITH RESPECT TO PHYSICAL DAMAGE COVERAGE

- a. When a deductible amount is shown on the Declarations or Supplemental Declarations as applicable to physical damage coverage, **we** pay only that amount of the covered **loss** in excess of that deductible amount, subject to any other applicable limitations.
- b. At **our** option, **we** may repair, replace or pay for stolen or damaged property and at **our** expense, **we** may recover and return such stolen or damaged property.

- c. No new policy or endorsement insuring a private passenger *automobile* shall be issued in this State to provide coverage for *automobile* physical damage unless the *insurer* has inspected the *automobile*.
- d. *Automobile* physical damage shall not be effective on an additional or replacement private passenger *automobile* until the insurer has inspected the automobile.
- e. Waivers or deferral of mandatory inspections are allowed only when such waiver or deferral is in compliance with all provisions of 11NYCRR-67.3 and/or 11NYCRR-67.4.
- f. When an inspection is required by the insurer, the *insured* must cooperate and make the *automobile* available for inspection.
- g. Payment of a physical damage claim shall not be conditioned upon the repair of an *automobile*, provided, however, the *insured* shall replace any inflatable restraint system (airbag), as defined in subparagraph (b) of S. 4. 1. 5. 1 of standard 208 of part 571 of title 49 of the code of federal regulations, that inflated and deployed, or that was stolen, which is included in a physical damage or theft claim.
- h. The insurer may not recommend or require that repairs be made at a particular shop. The insurer may offer recommendations on request of the *insured*.
- i. If the *automobile* is repaired, the insurer shall request the repair invoice and shall require the *insured* and the *automobile* repairer to certify, under penalties of perjury, whether the applicable deductible has been paid to the *automobile* repairer, whether any repairs have been made and whether the repairs did not include all items allowed by the *insurer*.
- j. All policies providing automobile physical damage coverage shall include a provision authorizing the insurer to take the *insured motor vehicle* into custody for safekeeping, when notified that the *motor vehicle* reported stolen or found to be abandoned has been located.

## CHANGES WITH RESPECT TO THE CONDITIONS SECTION

- a. The bankruptcy or insolvency of the *insured* or *his* estate shall not release the insurer from the payment of damages for injury sustained or loss occasioned during the life of and within the coverage of such policy or contract.
- b. If judgment against the *insured* or his personal representative in an action brought to recover damages for injury sustained or loss or damage occasioned during the life of the policy or contract shall remain unsatisfied at the expiration of thirty days from the serving of notice of entry of the judgment upon the attorney for the *insured*, or upon the *insured*, and upon the insurer, then an action may, except during a stay or limited stay of execution against the *insured* on such judgment, be maintained against the insurer under the *terms* of the policy or contract for the amount of such judgment not exceeding the amount of the applicable limit of coverage under such policy or contract.
- c. Notice given by or on behalf of the *insured*, or written notice by or on behalf of the injured person or any other claimant, to any licensed agent of the insurer in this state, with particulars sufficient to identify the *insured*, the details of how, when and where such alleged *accident* occurred and to the extent known, the names and addresses of injured persons and any real or potential witnesses shall be deemed notice to the *insurer*.
- d. The failure to give any notice required by this policy within the time prescribed therein shall not invalidate any claim by the *insured* or by any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.
- e. The Other Insurance Condition in form BA-20 is amended to pro-rate this coverage with any other valid and collectible insurance where such coverages overlap with respect to *insured contracts*. *We* will pay in that same proportion that limits of liability on this policy bear to the applicable limits of liability at risk.

## ADDITIONAL CONDITIONS

### 1. New York Mandatory Inspection Endorsement for Physical Damage Coverage.

Notwithstanding any conflicting provisions contained in the automobile physical damage coverage of this policy, it is agreed that the following conditions are added:

- a. The company or its authorized representative has the right to inspect any private passenger automobile, including a nonowned automobile, insured or intended to be insured under this policy before physical damage coverage shall be effective, except to the extent that this right is prescribed and limited by New York State Insurance Department Regulation No. 79 (11 NYCRR Part 67) implementing Section 3411 of the New York Insurance Law.
- b. During the term of the policy coverage for an additional or replacement private passenger automobile shall not become effective until the insured notifies the company and requests coverage for the automobile.
- c. When an inspection is required by the company the insured shall cooperate and make the automobile available for inspection.

**2. New York Mandatory Automobile Repairs Endorsement for Physical Damage.**

It is agreed that payment of a physical damage loss shall not be conditioned upon the repair of the automobile.

However, the company shall be entitled to the following:

- a. a completed "Certification of Automobile Repairs" as prescribed by the New York State Insurance Department;
- b. if the automobile is repaired, an itemized repair invoice prepared by the automobile repairer; and
- c. an inspection of the automobile, whether or not the automobile is repaired.

**CHANGES WITH RESPECT TO DEFINITIONS**

The definition of *mobile equipment* is modified as follows: As used in this program, cherry pickers and similar devices mounted on an *automobile* or truck chassis and used to raise or lower workers; and air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment are considered to be the use or operation of *mobile equipment* as opposed to the use or operation of *business automobiles*.