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## NEW YORK COVERAGE OPTIONS

Indicate desired coverage by marking the appropriate boxes.

**Applicant's Name:** \_\_\_\_\_ **Policy Number:** \_\_\_\_\_

**FOR A MORE DETAILED DESCRIPTION OF THESE COVERAGES, REFER TO YOUR POLICY.**

### NO FAULT COVERAGE

This coverage must be provided on every auto, trailer and semi-trailer. Please indicate your choice of options by selecting the options you want to apply to your policy and signing this form.

#### Basic Personal Injury Protection

This coverage must be provided on every auto including trailers and semi-trailers. Personal injury is primary insurance if neither work loss coordination nor medical elimination expenses is provided. This includes \$50,000 per person for medical expense, work loss, and other expenses. Loss of earnings from work is subject to a limitation of eighty percent (80%) of earnings or \$2,000 per month maximum for three years. All other reasonable and necessary expenses are limited to twenty-five dollars (\$25) per day for one year. A death benefit of \$2,000 is included.

Full Coverage                       \$100 Deductible                       \$200 Deductible

#### Work Loss Condition

If the principal operator of the auto is eligible for payment of loss through an eligible contract or voluntary plan with the employer because of injury arising out of the use of an auto, we will apply a ten percent (10%) credit to the basic personal injury protection premium. An eligible plan is one in which benefits under the plan are not diminished or exhausted as payments are made or accumulated sick leave time is used, and future benefits under the plan are not reduced.

#### Medical Expense Elimination

For a premium reduction, you have the option to eliminate the basic personal injury protection medical expense benefit for the named insured or the named insured and relatives if coverage is provided under an approved health plan.

Named Insured Only—forty percent (40%) reduction in the basic personal injury protection premium.  
 Named Insured and Relatives—fifty percent (50%) reduction in the basic personal injury protection premium.

#### Additional Personal Injury Protection

A policy which provides personal injury protection may provide additional personal injury protection. Coverage to persons other than the named insured or relatives for accidents occurring out-of-state is not provided under basic personal injury protection. Basic and additional limits personal injury protection may be provided to these persons for accidents occurring out-of-state under increased limits coverage for an additional premium.

**Increased Limits** (without additional death benefit):

Additional Limits of Combined Medical Expense and Work Loss	Additional Monthly Work Loss	Additional Essential Services Limit
		\$25

Autos applicable to the rules of the New York City Taxi and Limousine Commission must not be less than \$200,000 per person.

Additional Death Benefit

An additional death benefit of \$3,000 may be provided.

**Optional Basic Economic Loss Coverage (OBEL)**

OBEL coverage is available and is being offered to you as an enhancement of the Basic No-Fault coverage you are presently required to purchase. But before we describe this new coverage, we would like to advise you what benefits Basic No-Fault coverage does and does not provide.

No-Fault coverage, otherwise known as Personal Injury Protection or "PIP" coverage, pays for expenses incurred by persons injured in a motor vehicle accident. This coverage does not pay to repair damage to your automobile.

Basic No-Fault, which you are required by law to purchase, provides coverage of up to \$50,000 per person in benefits for:

1. All necessary doctor and hospital bills and other health service expenses, payable in accordance with fee schedules established or adopted by the New York State Insurance Department;
2. Eighty percent (80%) of lost earnings up to a maximum monthly payment of \$2,000 for up to three years following the date of accident;
3. Up to twenty-five dollars (\$25) per day for a period of one year from the date of the accident for other reasonable and necessary expenses the injured person may have incurred because of an injury resulting from the accident, such as the cost of hiring a housekeeper or necessary transportation expenses to and from a health service provider; and
4. A \$2,000 death benefit, payable to the estate of a covered person, in addition to the \$50,000 coverage for economic loss described above.

No-Fault benefits will be reduced by other benefits that are payable under Workers' Compensation, Social Security Disability, New York State Disability, and certain employer "wage continuation" plans where an employee does not lose any future sick leave benefits.

In addition to Basic No-Fault Coverage, you may now also purchase OBEL coverage that will pay certain expenses up to \$25,000, above the Basic No-Fault limit of \$50,000. OBEL coverage is different from other coverages in that a claimant can adjust the kinds of benefits to be paid under OBEL.

If you purchase OBEL coverage and if it appears likely that a claimant will use up the Basic No-Fault coverage, your insurer will send the claimant a form for the claimant to choose what expenses the \$25,000 in OBEL coverage will be used to pay. Under No-Fault, a claimant could include you, family members, passengers in your car, or pedestrians, if injured in an auto accident.

The claimant will be able to choose one of the following four OBEL options and, thereby, direct the insurer to pay expenses for:

1. Basic economic loss, whether health care expenses, loss of earnings from work, or other reasonable and necessary expenses;
2. Loss of earnings from work;
3. Psychiatric, physical or occupational therapy and rehabilitation; or
4. A combination of options 2. and 3.

The additional \$25,000 of OBEL coverage will be used only for costs incurred under the chosen option, which, once selected, the claimant cannot change.

You must let us know now if you wish to purchase OBEL coverage.

## UNINSURED MOTORIST (UM) COVERAGE

### Uninsured Motorist Coverage

Uninsured Motorists Coverage provides insurance protection to an insured for damages which the insured or the insured's legal representative is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Your motor vehicle liability insurance policy includes Uninsured Motorists Coverage applicable to motor vehicle accidents that occur within the State of New York at limits of at least \$25,000 per person/\$50,000 per accident, unless you elect to purchase Supplementary Uninsured/Underinsured (SUM) Motorists Coverage described below.

### Supplementary Uninsured/Underinsured Motorist (SUM) Coverage

For additional protection under your policy, Supplementary Uninsured/Underinsured (SUM) Motorists Coverage is available. SUM Coverage can provide protection at higher limits than are available under Uninsured Motorists Coverage and provides protection with respect to automobile accidents that occur both in and out of New York State.

Supplementary Uninsured/Underinsured (SUM) Motorists Coverage provides additional insurance coverage for bodily injury, including death resulting therefrom, sustained by an insured, as a result of an accident involving a negligent owner or operator of another motor vehicle who:

1. May have no insurance whatsoever; or
2. Even if insured, is only insured for third party bodily injury coverage at relatively low liability limits, in comparison to the policyholder's own liability limits for bodily injury sustained by third parties.

We shall not offer SUM Coverage in an amount exceeding the third party liability coverage limits purchased by the policyholder. The Policy shall provide coverage for any insured under the Policy for:

1. Bodily injury to such person, up to the limit of the SUM Coverage purchased; and
2. Receive from the policyholder's own insurer payment for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.

The maximum amount payable under the SUM Coverage shall be the policy's SUM limit reduced and thus offset by any motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident.

The following examples using per person limits unless otherwise noted, illustrate the proper application of SUM Coverage:

#### 1. Example One

Insured's Bodily Injury Damages	\$300,000
Insured's Liability Limit	\$500,000
Insured's SUM Limit	\$250,000
Other Motor Vehicle Liability Limit	\$ 25,000

**Note:**

In this example, the insured has purchased the maximum amount of SUM Coverage that must be offered by the insurer, provided that the insured has purchased bodily injury liability limits of at least \$250,000. Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle, and \$225,000 (\$250,000 minus \$25,000) under the SUM Coverage, for a total recovery of \$250,000. In the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, the insured would collect \$250,000 in SUM Coverage from the insured's own insurer.

However, if the owner or operator of the other motor vehicle was not negligent, then the insured would receive no SUM payments.

**2. Example Two**

Insured's Bodily Injury Damages	\$100,000
Insured's Liability Limit	\$ 25,000
Insured's SUM Limit	\$ 25,000
Other Motor Vehicle Liability Limit	\$ 25,000
<b>Result:</b>	
<p>Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle. The insured receives nothing under the SUM Coverage, which equals the mandatory UM coverage, since the liability limits on the other owner or operator's motor vehicle were not lower than the liability insurance limits on the insured's motor vehicle. If the insured's liability and SUM limits were both \$50,000, then the insured would collect another \$25,000 in SUM Coverage from the insured's own insurer.</p>	

**3. Example Three**

Insured's Bodily Injury Damages	\$ 60,000
Insured's Liability Limit	\$100,000
Insured's SUM Limit	\$100,000
Other Motor Vehicle Liability Limit	\$ 50,000
<b>Result:</b>	
<p>Insured recovers \$50,000 from the negligent owner or operator of the other motor vehicle and \$10,000 under the SUM Coverage, which is the difference between the amount of the insured's SUM Coverage and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of the insured's bodily injury damages.</p>	

**4. Example Four**

Insured's Bodily Injury Damages	\$150,000
Insured's Liability Limit	\$100,000
Insured's SUM Limit	\$100,000
Other Motor Vehicle Liability Limit	\$ 25,000
<b>Result:</b>	
<p>If the insured and the owner or operator of the other motor vehicle were each fifty percent (50%) at fault for the accident, then the insured's total recovery would be \$75,000, in light of comparative negligence of the parties involved in the accident. The insured would recover \$25,000 from the negligent owner or operator of the other motor vehicle and \$50,000 under the SUM Coverage.</p> <p>On the other hand, if the owner or operator of the other motor vehicle was totally at fault for the accident, then the insured would recover \$25,000 from the negligent owner or operator and would then receive \$75,000 in SUM Coverage from the insured's own insurer. Had the insured purchased liability and SUM limits of \$150,000 or more, the SUM recovery would then be \$125,000.</p>	

**5. Example Five**

Insured's Bodily Injury Damages	\$25,000
Passenger's Bodily Injury Damages	\$25,000
Another Passenger's Damages that resulted in death	\$50,000
Insured's Combined Single Liability (CSL) Limit	\$75,000
Insured's CSL SUM Limit	\$75,000
Other Motor Vehicle Liability Limit	Uninsured (i.e., no coverage)

**Result:**

Since the other motor vehicle was uninsured, the full \$75,000 CSL SUM limit is available for all insured persons from this accident under the Policy. However, since the accident involves insured persons who were both injured and killed, the mandatory UM limits of \$25,000 per person and \$50,000 per accident for injured persons and \$50,000 per person and \$100,000 per accident for persons killed in the accident are available. Therefore, the insured and first passenger each recover \$25,000 and the second passenger's estate recovers the full \$50,000 under the SUM coverage.

If the insured's CSL and CSL SUM limit were each \$300,000 and the insured's damages amounted to \$200,000, then all insured persons would be covered under the SUM coverage as the total damages (\$200,000 + \$25,000 + \$50,000 = \$275,000) are less than the \$300,000 CSL SUM limit.

**You have the following options for selecting UM and SUM coverages. Please indicate your choice by selecting one option and signing this form.**

- Option 1** Uninsured Motorists Insurance—In-state coverage only with \$25,000/\$50,000 Each Person/Each Accident liability limits.
- Option 2** Supplementary Uninsured/Underinsured Motorists Insurance—In- and out-of-state coverage with minimum limits of:
  - \$25,000/\$50,000. Each Person/Each Accident; or  \$50,000 Single Limit
- Option 3** Supplementary Uninsured/Underinsured Motorists Insurance—In- and out-of-state coverage with increased liability limits. Please select one of the following:

Each Person/Each Accident	Single Limit
_____ \$ 50,000/\$100,000	_____ \$100,000
_____ \$100,000/\$300,000	_____ \$250,000
_____ \$250,000/\$500,000	_____ \$500,000

**RENTAL VEHICLE COVERAGE**

Effective February 24, 2003, Title 11, NYCRR §60-1.5, Rental Vehicle Coverage, was amended to allow purchase of rental coverage from rental companies. Rental Vehicle Coverage provided in insurance policies is mandated by New York State law to reduce problems that confront consumers and leave them vulnerable to major unanticipated cost when dealing with rental vehicle companies.

The Rental Vehicle Coverage protects you whenever rental vehicles are rented and operated anywhere within the United States, its territories or possessions, and Canada.

In the event that a premium is at any time charged or increased for Rental Vehicle Coverage, you have the right to reject this coverage and not pay such charge, if you so inform your insurer within ten (10) calendar days after you receive notice that such a premium charge or increase will be made for Rental Vehicle Coverage.

Please review the Rental Vehicle Coverage endorsement itself. If as indicated above there is a premium charge or increase and you wish to reject Rental Vehicle Coverage, please check the appropriate box and sign where indicated below, or if you simply wish to obtain additional information regarding this coverage, please contact your insurance agent or broker, or call our toll free telephone number: 800-423-7675.



Coverage is provided for the obligation of actual damage to or loss of a rental vehicle, including loss of use, on auto policies insuring less than five private passenger motor vehicles registered in the state of New York as described below and rented by the named insured who is an individual.

The rental vehicle must:

1. Be rented no longer than thirty (30) continuous days;
2. Not be used for transporting persons or property for hire; and
3. Be rented or leased without a driver.

RENTAL VEHICLE COVERAGE PREMIUM CHARGE .....  Yes  No

IF YES, AMOUNT OF RENTAL VEHICLE COVERAGE PREMIUM: ..... \$ \_\_\_\_\_

I REJECT RENTAL VEHICLE COVERAGE: .....  Yes  No

**DISCOUNTS/CREDITS**

Accident Prevention Course Credit\*

Anti-Theft Device Discount\*

\* Verification required—attach documentation.

I, \_\_\_\_\_, have read this offer form carefully, and have indicated my choices above.

\_\_\_\_\_  
Signature of Named Insured or Applicant

\_\_\_\_\_  
Date



# ACORD™ NEW YORK AUTO SUPPLEMENT

AGENCY	APPLICANT/NAMED INSURED	
CODE:	COMPANY: POLICY #:	EFFECTIVE DATE
SUB CODE:		

## SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE MANDATORY OFFER OF INSURANCE

New York State law requires that upon written request of an insured, and upon payment of the premium, an insurance company issuing or delivering a policy that satisfies the requirements of Article 6 of the New York Vehicle and Traffic Law shall provide Supplemental Spousal Liability Insurance coverage.

Supplemental Spousal Liability Insurance (SSL) provides bodily injury liability coverage under a motor vehicle insurance policy to cover the liability of an insured spouse because of the death of or injury to his or her spouse, even where the injured spouse must prove the culpable conduct of the insured spouse.

This coverage is included within the policy's bodily injury liability limits and does not increase the amount of those limits. For example:

Insured's bodily injury policy coverage limit: \$100,000 / \$300,000  
Insured's bodily injury damage claim paid to spouse: \$75,000  
Insured's bodily injury policy coverage limit available to all other claimants subject to a maximum of \$100,000 per person: \$225,000

This example assumes the spouse and other claimants involved in the accident have a right to sue the insured for economic loss or for non-economic loss (i.e., pain and suffering) sustained as a result of a "serious injury" as defined in Section 5102 (d) of the Insurance Law. It must also have been shown that there was negligence on the part of the insured.

The additional premium for SSL coverage is \$ \_\_\_\_\_

If you do not elect to purchase this coverage and do not remit the additional premium, SSL coverage will not be included in your motor vehicle insurance policy.

I hereby request SSL coverage.

I hereby reject SSL coverage.

Coverage is generally described here. Only the policy provides a complete description of the coverages and their limitations.

\_\_\_\_\_  
Named Insured's Signature