

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
IEH AUTO PARTS HOLDING LLC., <i>et al.</i> , ¹	§	Case No. 23-90054-CML
	§	
Debtors.	§	(Jointly Administered)
	§	

MAY CALL WITNESS AND EXHIBIT LIST

Olaya Z. Goodman ("Goodman"), a creditor and party-in-interest in these chapter 11 cases, submits the following combined May Call Witness and Exhibit List for the hearing scheduled on **June 16, 2023, at 3:00 p.m. (prevailing Central Time)**, before the Honorable Christopher M. Lopez.

WITNESSES

Goodman may call any of the following witnesses at the Hearing:

1. Olaya Z. Goodman;
2. John Michael Neyrey;
3. Matt Hulteen, Chairman of the UCC
4. Any representative designated by the Debtors;
5. Any members of the Official Committee of Unsecured Creditors;
6. Any witness called or listed by any other party; and
7. Any rebuttal witnesses.

¹ The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtors' service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.



EXHIBITS

Goodman may offer into evidence any one or more of the following exhibits:

Exhibit No.	Description	Offered	Objection	Admitted	Disposition After Hearing
1	Goodman's Amended Proof of Claim No. 349-2 with Addendum asserting claim of \$9,750,000				
2	Appellate Court Order Affirming Partial MSJ Establishing Liability Against IEH Auto Parts, LLC (Exhibit 1 to Amended Proof of Claim 349-2)				
3	Order Granting Partial MSJ Establishing Liability Against IEH Auto Parts, LLC (Exhibit 2 to Amended Proof of Claim 349-2)				
4	Amended Verified Bill of Particulars Outlining Lost Earnings Damages, Future Lost Earnings Damages, an Additional Hospitalization and Surgery, and Goodman's Special Damages (Exhibit 3 to Amended Proof of Claim 349-2)				
5	Ace American Insurance Auto Policy Number ISA H2515552A				
6	Certificate of Liability Insurance Evidencing Ace American Auto Policy and Navigators Insurance Excess Policy Coverage				
7	Navigators Insurance Company Excess Policy Number NY17EXC9192121V Endorsements (Redacted)				
8	Dr. Reyfman, M.D.'s Narrative Report Establishing Goodman's Extensive Injuries, Surgeries, and Continual Life Care Needs				
9	Frankenfeld Associates Forensic Economic Report Establishing Goodman's Damages in Lost				

	Earnings, Future Lost Earnings, and Life Care Plan Costs				
10	Life Care Planning Report Establishing Goodman's Life Care Plan Costs				
11	Attachment 7 to the Statement of Financial Affairs for IEH Auto Parts LLC (ECF 316, p. 98-100)				
12	Schedule E/F, Part 2 (ECF 302, p. 71-96 for IEH Auto Parts LLC)				
13	Goodman's Motion for Relief from Stay (ECF 701)				
	Any document, pleading, or exhibit filed in the above- captioned bankruptcy case.				
	Any exhibit necessary for impeachment and/or rebuttal purposes.				
	Any demonstrative exhibits.				
	Any exhibit identified or offered by any other party				

RESIDUAL HEARSAY NOTICE

Pursuant to FED. R. EVID. 807(b), all parties are hereby put on notice of Goodman's intention to offer evidence into the record under the residual hearsay exception. Specifically, Goodman intends to offer Exhibits 8, 9, and 10 from this Witness and Exhibit List under the residual hearsay exception. The addresses of the declarants for Exhibits 8, 9, and 10, respectively, are:

1. Dr. Leonid Reyfman, M.D.
LR Medical PLLC
227-83 Coney Island Avenue, Suite #2A

Brooklyn, New York 11223

2. Donald L. Frankenfeld
Frankenfeld Associates
1307 38th Street
Rapid City, South Dakota 57702
3. Drs. Kathleen M. Acer, Ph. D., CLCP and Richard Schuster, Ph. D.
Comprehensive Rehabilitation Consultants, Inc.
275 Madison Avenue
New York, New York 10016

Goodman further requests that the Court take judicial notice under Federal Rules of Evidence Rule 201 of the pleadings and documents filed in the Court record.

RESERVATION OF RIGHTS

Goodman reserves the right to call or to introduce one or more, or none, of the witnesses and exhibits listed above, and further reserves the right to supplement this list at any time prior to the Hearing. Goodman reserves the right to offer into evidence any exhibit necessary to rebut evidence or testimony offered by any other party and any exhibits listed or used by any other party.

Dated: June 14, 2023

Respectfully submitted:

/s/ Deirdre Carey Brown

Jeff P. Prostok
State Bar No. 16352500
Dylan T.F. Ross
State Bar No. 24104435
FORSHEY PROSTOK LLP
777 Main St., Suite 1550
Fort Worth, TX 76102
Telephone: (817) 877-8855
Facsimile: (817) 877-4151
jprostok@forsheyprostok.com
dross@forsheyprostok.com

Deirdre Carey Brown
State Bar No.24049116
FORSHEY PROSTOK LLP
1990 Post Oak Blvd., Suite 2400
Houston, TX 77056
Telephone: (832) 536-6910
Facsimile: (832) 310-1172
dbrown@forsheyprostok.com

COUNSEL FOR OLAYA Z. GOODMAN

CERTIFICATE OF SERVICE

I hereby certify that on June 14, 2023, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas

/s/ Deirdre Carey Brown

Deirdre Carey Brown

L:\JPROSTOK\Goodman, Olaya (Local counsel) #6382\Pleadings\Witness & Exhibit List Hearing 6.16.23 (Final) 6.14.23.docx

Fill in this information to identify the case:

Debtor IEH Auto Parts LLC

United States Bankruptcy Court for the: Southern District of Texas
 (State)

Case number 23-90057

Official Form 410 Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Olaya Goodman</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Olaya Goodman c/o Spencer Herman 80-02 Kew Gardens Road, Suite 5001 Kew Gardens, New York 11415, USA Contact phone <u>718-897-2282</u> Contact email <u>shhermanlaw@gmail.com</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>349</u> Filed on <u>April 12, 2023</u> MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Who made the earlier filing? <u>Olaya Goodman - Amended Claim</u>	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____
7.	How much is the claim? \$ <u>9750000</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>pending personal injury claim</u>	
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No☐ Yes. Check all that apply:☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/28/2023

MM / DD / YYYY

/s/Olaya Goodman -See attached form for signature-disclaimer/addendum to above person
Signature

Print the name of the person who is completing and signing this claim:

Name Olaya Goodman -See attached form for signature-disclaimer/addendum to al
First name Middle name Last name

Title Personal Injury Creditor

Company _____

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____

Email _____



Case 23-90054 Document 702-1 Filed in TXSB on 06/14/23 Page 4 of 9
KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 802-7207 | International (781) 575-2107

Debtor: 23-90057 - IEH Auto Parts LLC District: Southern District of Texas, Houston Division		
Creditor: Olaya Goodman c/o Spencer Herman 80-02 Kew Gardens Road, Suite 5001 Kew Gardens, New York, 11415 USA Phone: 718-897-2282 Phone 2: Fax: Email: shhermanlaw@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: Yes Related Claim Filed By: Olaya Goodman - Amended Claim	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: Yes - 349, April 12, 2023 Acquired Claim: No	
Basis of Claim: pending personal injury claim	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 9750000	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Olaya Goodman -See attached form for signature-disclaimer/addendum to above personal injury creditor on 28-May-2023 1:14:19 a.m. Eastern Time Title: Personal Injury Creditor Company:		

Fill in this information to identify the case:Debtor 1 IEH Auto Parts LLCDebtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas

Case number 23-90057**Official Form 410**
Proof of Claim**04/22**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Goodman, Olaya</u> Name of the current creditor (the person or entity to be paid for this claim)		
	Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	
	<u>Goodman, Olaya c/o Spencer H. Herman</u> Name	_____ Name	
	<u>80-02 Kew Gardens Road, Suite 5001</u> Number Street	_____ Number Street	
	<u>Kew Gardens NY 11415</u> City State ZIP Code	_____ City State ZIP Code	
	Contact phone _____	Contact phone _____	
	Contact email _____	Contact email _____	
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>349</u>		
			Filed on <u>04/12/2023</u> MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____
7. How much is the claim?	\$ <u>9,750,000.00</u> . Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Personal Injury detailed in the Addendum attached hereto as Ex. A</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY

X Olaya Goodman
Signature

Print the name of the person who is completing and signing this claim:

Name Olaya Goodman
First name Middle name Last name

Title c/o
Company

Address Law Offices of Spencer H. Herman, P.C.
80-02 Kew Gardens Road, Suite 5001
Kew Gardens, NY 11415
SHHermanLaw.com

Contact phone p. 718-897-2282
f. 718-261-6345

ADDENDUM TO PROOF OF CLAIM

This Addendum is incorporated into and shall form a part of the Proof of Claim (the "Proof of Claim") filed by Olaya Goodman (the "Claimant") in the bankruptcy case of IEH Auto Parts LLC (the "Debtor"), pending in the Southern District of Texas, Houston Division (the "Bankruptcy Court") under Case No. 23-90057 (CML) (the "Bankruptcy Case").

Claimant asserts an unsecured claim based on a pending state court action in New York from the personal injuries she sustained to her neck, back and bilateral shoulders. Prior to the filing of the Bankruptcy Case, the New York State trial court entered an order granting a partial summary judgment in favor of the Claimant and establishing liability against the Debtor. This order was affirmed on appeal. A true and correct copy of the Supreme Court of the State of New York, Appellate Division, First Judicial Department's Order affirming the Supreme Court of New York, Bronx County's Order granting the Claimant's Motion for Partial Summary Judgment as **Exhibit 1** and incorporated herein.

I. Reservation of Rights

Claimant reserves the right to amend or modify this Proof of Claim for any reason including, without limitation, modification of the amount claimed to include additional interest, expenses, costs and/or attorneys' fees incurred both before and as a result of the Bankruptcy Case. Since the Petition Date, interest, attorneys' fees and other fees, costs and charges have continued to accrue, to the extent allowed by law. Claimant reserves the right to amend this Proof of Claim to assert such additional interest, attorneys' fees and other fees, costs and charges if, as and when appropriate. Claimant further reserves the right to supplement this Proof of Claim with additional documents as necessary.

The filing of this Proof of Claim is not (a) a waiver or release of Claimant's rights or claims against any person, entity or property; (b) a waiver or release of its right to trial by jury in any proceeding, whether or not the same are designated legal or equitable rights in any case, controversy or proceeding relating hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (c) a waiver or release of its right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (d) a waiver or release of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceedings commenced with respect thereto or any other proceeding which may be commenced in this Bankruptcy Case against or otherwise involving the Claimant; or (e) an election of remedy.

By filing this Proof of Claim, Claimant does not waive, and specifically preserves, his procedural and substantive defenses to any claim that may be asserted against him by the Debtors, by any trustee of its estate, by any ad hoc or official committee appointed in this chapter 11 case or if converted to Chapter 7, or any other party. Claimant also reserves all rights accruing to it against the Debtors, and the filing of this Proof of Claim is not intended to be and shall not be construed as (a) an election of remedies or (b) a waiver or limitation of any rights of Claimant. Claimant reserves the right to withdraw this Proof of Claim with respect to any claims for any reason whatsoever.

By the filing of this Proof of Claim, Claimant does not submit to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim. Furthermore,

Claimant does not waive, and hereby expressly reserves, its right to pursue claims and requests for payment.

II. Documents Supporting Proof of Claim

The following Exhibit(s) attached hereto support the Proof of Claim:

Exhibit No.	Description
1	Supreme Court of the State of New York, Appellate Division, First Judicial Department's Order Affirming Partial MSJ
2	Order Granting Partial MSJ
3	Amended Verified Bill of Particulars
4	Supplemental Verified Bill of Particulars
5	Original Verified Bill of Particulars
6	Summons and Verified Complaint

Supreme Court of the State of New York
Appellate Division, First Judicial Department

Kapnick, J.P., Oing, Singh, Moulton, Pitt-Burke, JJ.

16821 OLAYA Z. GOODMAN, Index No. 25861/18E
Plaintiff-Respondent, Case No. 2022-01726

-against-

IEH AUTO PARTS, LLC, et al.,
Defendants-Appellants.

Clyde & Co US LLP, New York (Kevin C. McCaffrey of counsel), for appellants.
Pollack, Pollack, Isaac & DeCicco, LLP, New York (Jillian Rosen of counsel), for
respondent.

Order, Supreme Court, Bronx County (Ben R. Barbato, J.), entered April 12,
2022, which granted plaintiff's motion for partial summary judgment on liability and
dismissed defendants' affirmative defense alleging plaintiff's culpable conduct,
unanimously affirmed, without costs.

The court properly found that plaintiff demonstrated prima facie that she was
entitled to partial summary judgment on liability because there was no dispute that the
Access-A-Ride bus that she was driving was hit in the rear by the van driven by
defendant Miranda (*see Santana v Danco Inc.*, 115 AD3d 560 [1st Dept 2014]).

Defendants failed to present a nonnegligent explanation for the collision. At his
deposition, Miranda testified only that he hit the brakes when he saw plaintiff's brake
lights turn on but was unable to stop in time. This testimony indicates that Miranda
violated Vehicle & Traffic Law § 1129(a) in failing to maintain a safe distance between
his van and the bus. The affidavit of defendants' expert opining that the accident might

have been caused by an improper lane change by one or both vehicles was insufficient to raise a triable issue of fact because it was speculative and did not definitively point to negligence on plaintiff's part (*see Rojas v P & B Bronx Props. LLC*, 203 AD3d 525, 526 [1st Dept 2022]).

Defendants also failed to present evidence to support the affirmative defense that plaintiff's culpable conduct caused or contributed to the accident. Miranda did not remember whether or not his vehicle or the bus changed lanes, and the entry in the hospital record, which contradicted plaintiff's testimony, was unclear and insufficient to raise an issue of fact.

THIS CONSTITUTES THE DECISION AND ORDER
OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: December 8, 2022



Susanna Molina Rojas
Clerk of the Court

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

Danielle Henderson being duly sworn, deposes and says:

I am over 18 years of age, I am not a party to the action, and I reside in Kings County in the State of New York. I served a true copy of the annexed *Notice of Entry* on December 8, 2022 via NYSCEF, addressed to the last known address of the addressee as indicated below:

Kevin McCaffrey, Esq.
Clyde & Co US LLP
The Chrysler Building
405 Lexington Avenue
New York, New York 10174
kevin.mccaffrey@clydeco.us

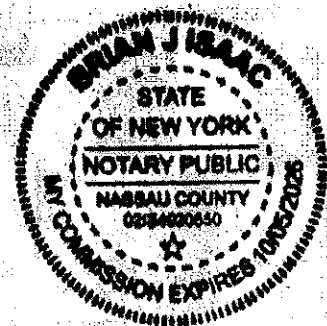


Danielle Henderson

Sworn to before me this
8th day of December 2022



NOTARY PUBLIC



Index No. 25861/2018E
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

OLAYA Z. GOODMAN,

Plaintiff,

-against-

IEH AUTO PARTS, LLC and NATHANIEL JAMES MIRANDA,

Defendants.

NOTICE OF ENTRY

**LAW OFFICES OF SPENCER H. HERMAN, PC
POLLACK POLLACK ISAAC & DECICCO, LLP**

Attorneys for the Plaintiff
225 Broadway, 3rd Floor
New York, NY 10007
(212) 223-8100

To:
Attorney(s) for

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contention contained in the annexed document are not frivolous.

Dated: December 8, 2022

Signature: _____
Print Signer's Name: _____

E#003

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX, PART 15-----X
OLAYA Z. GOODMAN,

Index No. 25861/2018E

-against-

Hon. BEN R. BARBATO,

IEH AUTO PARTS, LLC and NATHANIEL
JAMES MIRANDA,

Justice Supreme Court

-----X
The following papers were read on this motion (NYSCEF Seq. No. 3), for
Summary Judgment, submitted Jan. 26, 2022.

Notice of Motion-Affirmation & Exhibits- by Plaintiff	NYSCEF Doc No(s). 67-77
Answering Affirmation & Exhibits - Opp by Defendants	NYSCEF Doc No(s). 80, 82-89
Replying Affirmation & Exhibits - by Plaintiff	NYSCEF Doc No(s). 90-93

Upon the foregoing papers, Plaintiff's Motion for partial summary judgment in her favor on liability, as against Defendants, and dismissal of Defendants' affirmative defense alleging Plaintiff's culpable conduct, and for related relief, is decided in the annexed memorandum decision and order.

Dated: APR 07 2022 2022Hon. 

BEN R. BARBATO, J.S.C.

1. CHECK ONE..... ☒ CASE STILL ACTIVE
2. MOTION IS ☒ GRANTED TO THE EXTENT

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X

OLAYA Z. GOODMAN,

Plaintiff,

-against-

Index No.: 25861/2018E

IEH AUTO PARTS, LLC, and NATHANIEL JAMES

MIRANDA,

Defendants.

-----X

HON. BEN R. BARBATO:

Plaintiff, OLAYA Z. GOODMAN, moves for partial summary judgment in her favor on the issue of liability as against Defendants, and dismissal of Defendants' affirmative defenses alleging Plaintiff's culpable conduct, and for related relief.

This is an action to recover damages for alleged personal injuries sustained by Plaintiff in a motor vehicle accident, which occurred on or about February 8, 2018, at about 1:40 p.m., on the westbound Staten Island Expressway, in Richmond County, New York. The van owned and operated by Defendants, IEH AUTO PARTS, LLC, and NATHANIEL JAMES MIRANDA, respectively, came into contact with the Access-A-Ride bus operated by Plaintiff GOODMAN.

The submissions include the pleadings; the Police Accident Report; the Affidavit of Plaintiff GOODMAN; the deposition transcripts of Plaintiff GOODMAN

and Defendant MIRANDA; photographs of the vehicles; an FDNY Report; and the report of Defendant's expert engineer, by William J. Meyer, P.E.

Plaintiff GOODMAN states that Defendants' van hit her bus in the rear, and describes the happening of the accident as follows:

"I was struck in the rear by a large white van which I later came to learn was owned and operated by the defendants... The collision took place in the middle lane of the Staten Island Expressway in Staten Island, New York. The weather was cold but clear and dry...

The collision occurred on the Expressway between Exits 13 and 12, and initially, I was proceeding in the far-right lane of travel after I crossed the bridge. At this point, there were 3 moving lanes of travel and an additional lane to get on and off the highway. I continued in the far-right lane of travel for approximately 10 minutes and the traffic was moderate.

While still in the right lane, I saw for the first time a large white van which was advancing behind me in the same lane of travel. I was traveling approximately 45-50 miles per hour, and I noticed that the van kept advancing behind me as it sped up and was approximately 2 car lengths away. I then decided to change lanes from the right-hand lane of travel to the middle lane. After moving into the middle lane of traffic, I again noticed that the same **white van that was behind me in the right lane, moved over into the center lane and was traveling about 2-3 car lengths behind me in the middle lane.**

I continued driving in the middle lane of travel on the Staten Island Expressway for about 20-30 seconds looking straight ahead maintaining my speed of 45-50 mile per hour. Then, **all of a sudden, I felt my vehicle get hit from behind and heard a loud bang.** The force was hard and I held onto the steering wheel to maintain control. As I moved my vehicle to the right towards the shoulder, I saw the same large white van that was traveling behind me previously also heading towards the shoulder. We brought our respective vehicles to a stop on the shoulder with the Access-A-Ride bus being in front of the white van". [emphasis added]

(See Plaintiff GOODMAN's Affidavit, dated November 16, 2021).

In the Police Accident Report, the accident is described as follows:

"AT TPO DRIVER 1 CENTER LANE WB SIE 278 VO MANOR ROAD WAS HIT FROM BEHIND BY VEHICLE 2. NO APPARENT DAMAGE TO VEHICLE 1 (ACCESS A RIDE VAN), VEH 2 SMALL VAN HEAVY FRONTAL DAMAGE. TOWED BY BREEN TOW. DRIVER 1 TAKEN TO SIUNH NORTH VOA FDNY AMBULANCE 65 DAVID. NO TOW VEH 1. DRIVER 2 RMA AT SCENE"
[emphasis added]

The points of impact, set forth in the Police Accident Report, were to the rear (middle) of Plaintiff's bus, and to the front (middle) of Defendants' van. The post-accident photographs of the vehicles show that there was heavy frontal damage to Defendants' van, with more damage towards the front left.

Vehicle and Traffic Law § 1129(a) "Following too closely", provides that:
"The driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of such vehicles and the traffic upon and the condition of the highway".

In this regard, the "rule is that a driver must maintain a safe distance between his vehicle and the one in front of him, and any rear-end collision establishes a prima facie case of negligence on the part of the rear-ending driver"

(*De La Cruz v Ock Wee Leong*, 16 AD3d 199, 200 [1st Dept 2005]). It has also been established that:

"A rear-end collision with a stopped or stopping vehicle establishes a *prima facie* case of negligence on the part of the driver of the rear vehicle, and imposes a duty on the part of the operator of the moving vehicle to come forward with an adequate, nonnegligent explanation for the accident" (*Matos v Sanchez*, 147 AD3d 585, 586, 47 NYS3d 307 [1st Dept 2017]). Here, defendant driver's assertion that plaintiffs' vehicle stopped abruptly does not explain why defendant driver failed to maintain a safe distance, and is insufficient to constitute a nonnegligent explanation" (*Urena v GVC Ltd.*, 160 AD3d 467, 467 [1st Dept 2018]).

Accordingly, Plaintiff herein made a *prima facie* showing of entitlement to partial summary judgment on the issue of Defendants' liability by her sworn Affidavit and the testimony wherein it is alleged, *inter alia*, that Defendants' van rear-ended Plaintiff's bus while she was driving prudently in light of the van bearing down on her. Thus, the burden shifted to Defendants to advance a non-negligent explanation for the accident, and to support their affirmative defense alleging culpable conduct on the part of the Plaintiff.

Herein, in opposition to the motion, Defendants present the opinion of their expert engineer, who opines that the accident resulted from one, or both, vehicles changing lanes; he states as follows:

"It is my opinion that the motor vehicle accident at issue in this case involved lateral contact between the vehicles driven by Ms. Goodman and Mr. Miranda that **most likely resulted from a lane change maneuver by one or both vehicles...** It is further my opinion that the damage to the vehicle driven by Mr. Miranda is consistent with a laterally-directed force, which could only be produced by lateral relative motion between the vehicles. While driving in the same direction on a multi-lane highway, such lateral relative motion would only be produced by a lane change maneuver. Accordingly, based upon analysis of the characteristics of the damage to Mr. Miranda's van, it is my opinion that **the subject accident resulted from one or both of the involved vehicles changing lanes** (consistent with Ms. Goodman's first documented account of the accident) as opposed to Mr. Miranda's van hitting Ms. Goodman's bus in the rear while it was stopping or slowing". [emphasis added]

(See Affidavit of William Meyer, P.E., dated January 5, 2022). Mr. Meyer believes that the post-accident photographs of the vehicles show that the Plaintiff's bus sustained "scuff marks on the rear right side", and Defendants' van "sustained damage to the front left side that included the left front fender, the front grille, the engine compartment hood, and the windshield". (See Affidavit of William Meyer, P.E.).

Defendants further rely upon an FDNY report, in its Narrative History, where it sets forth that Plaintiff "states she checked her rear view and noticed a vehicle coming fast from behind her. *She switched lanes and at the same time the fast approaching vehicle switched lanes, colliding with her*". [emphasis added]

It is noted that hearsay may be considered in opposition to a summary judgment motion, if it is not the only evidence upon which denial of summary judgment would be based. (*Cf. Clarke v Empire Gen. Contr. & Painting Corp.*, 189 A.D.3d 611, 612 [1st Dept 2020]).

In this regard, Defendants invoke VTL§ 1128(a), "Driving on roadways laned for traffic", which provides that:

"Whenever any roadway has been divided into two or more clearly marked lanes for traffic the following rules in addition to all others consistent herewith shall apply: (a) A vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from such lane until the driver has first ascertained that such movement can be made with safety".

However, Defendants' aforesaid theory is not supported by Defendant MIRANDA, who testified that he was not sure if either vehicle had changed lanes. Defendant MIRANDA acknowledges that he hit Plaintiff's bus in the rear after seeing her brake lights illuminated. At his deposition, in pertinent part, he was asked the following questions, and gave the following answers:

"Q. Mr. Miranda, is it accurate to state that on the date of the accident, February 8, 2018, on the Staten Island Expressway, **the front of your IEH Auto, 2017 Nissan, hit the rear of the Access-A-Ride bus?**

[by Counsel] Mr. McCaffrey: Object to the characterization. You can answer it.

A. Yes...

Q. From that time until the collision between the two vehicles, did my client's vehicle stay in that same lane in front of you?

A. I'm not sure.

Q. Did you stay in the same lane of traffic from the time you first saw my client's vehicle until the time of the crash?

A. I'm not sure...

Q. So you're behind my client's vehicle. You're traveling whatever speed you are. No other vehicles in between you two, and you're continuing to travel, right, in that whatever lane you're in, right?

A. Yes...

Q. What happened next? You're behind her. She's traveling in front of you, no cars between you, what happened next?

A. Her brake lights come on, I hit the back of her vehicle...

Q. Were you attempting to pass the Access-A-Ride bus at any time from the time you first saw him until the crash?

A. No

Q. So you were always behind her, correct?

A. Correct". [emphasis added].

(See Defendant MIRANDA's deposition, p. 27-28, 99, 107-8, 112, dated July 19, 2021). Defendant MIRANDA, inexplicably, could not recall many key facts, including the speed of the vehicles, and how much time elapsed from the time that he first saw the Plaintiff's Access-a-Ride vehicle in front of him until the crash.

Nevertheless, under either version, Defendants would be liable for the happening of the accident. Even assuming, based on the hearsay statement, that that the subject accident resulted from the vehicles changing lanes, from the right to the middle lane, at the "same" time, Defendants' vehicle would still be liable,

for following too closely, in violation of Vehicle and Traffic Law § 1129(a)

“Following too closely”, as well as for changing lanes when it was not safe to do

so, in violation of VTL§ 1128(a), “Driving on roadways laned for traffic”, which

provides that:

“Whenever any roadway has been divided into two or more clearly marked lanes for traffic the following rules in addition to all others consistent herewith shall apply: (a) A vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from such lane until the driver has first ascertained that such movement can be made with safety”.

The Court of Appeals has now established that “that to obtain partial summary judgment on defendant's liability he [plaintiff] does not have to demonstrate the absence of his own comparative fault” (*Carlos Rodriguez v City of NY*, 31 NY3d 312, 323 [2018]).

The First Department recently held as follows:

“plaintiff was not required to demonstrate the absence of fault on her part in support of her motion (see *Rodriguez v City of New York*, 31 NY3d 312, 76 N.Y.S.3d 898, 101 N.E.3d 366 [2018]). Nor was she required to establish that defendants' conduct was the sole proximate cause of the accident (see *Benny v Concord Partners 46th St. LLC*, 189 AD3d 572, 573, 139 N.Y.S.3d 15 [1st Dept 2020]). Any discrepancies between plaintiff's testimony and the ... [other evidence] may be considered by the jury in determining comparative fault (CPLR 1411)”

(*Simmons v Bergh*, 192 AD3d 547, 548 [1st Dept 2021]).

A remaining issue is whether Defendants’ affirmative defense alleging a

plaintiff's culpable conduct should be dismissed, based upon Defendants' expert's theory that "the subject accident resulted from **one or both** of the involved vehicles changing lanes" [emphasis added]. (See Affidavit of William Meyer, P.E., dated January 5, 2022).

In support of their theory, Defendants cite a matter wherein "defendants raised issues of fact by submitting [defendant] Glover's affidavit stating that plaintiff had abruptly changed lanes and darted in front of the bus before stopping suddenly" (*Jimenez v Greyhound Lines*, 193 AD3d 548, 549 [1st Dept 2021]. See also *Beaubrun v Boltachev*, 111 AD3d 494 [1st Dept 2013]).

Such line of cases are distinguishable from the case at bar, because Defendant MIRANDA's sworn testimony does not support their theory. MIRANDA testified that he was not sure if either vehicle had changed lanes. Defendant MIRANDA acknowledges that he hit Plaintiff's vehicle in the rear.

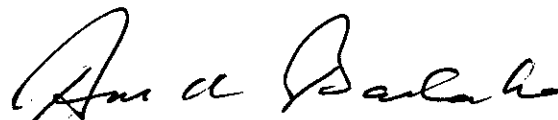
Moreover, even if the expert opinion of Defendants' expert is credited, the expert did not allege whether it was Plaintiff's vehicle, or Defendants' vehicle, which was the "one" which had changed lanes in an unsafe manner; rather, he vaguely refers to a lane change maneuver by "one or both" vehicles.

Accordingly, Plaintiff GOODMAN's Motion, for partial summary judgment in her favor on liability, is granted, to the extent that Defendants are found liable for the happening of the accident and Defendant MIRANDA's negligence was a substantial factor in causing the accident; and that Plaintiff was free from comparative fault for the happening of this collision.

However, this Court makes no determination as to other issues herein, including, but not limited to, whether Plaintiff's alleged injuries were proximately caused by the negligence of the Defendants; and whether Plaintiff sustained a "serious injury" within the meaning of the Insurance Law.

This constitutes the decision and order of this Court.

Dated: APR 07 2022, 2022



HON. BEN R. BARBATO, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

OLAYA Z. GOODMAN,

Plaintiff,

-against-

IEH AUTO PARTS LLC and NATHANIEL JAMES
MIRANDA,

Defendants.

**VERIFIED AMENDED
BILL OF PARTICULARS**

Index No.: 25861/2018E

COUNSELLORS:

PLEASE TAKE NOTICE, that pursuant to CPLR Rule 3042(b), the following is the Plaintiff's Verified Amended Bill of Particulars of by her attorneys, LAW OFFICES OF SPENCER H. HERMAN, P.C., Trial Counsel to KOENIGSBERG & ASSOCIATES, P.C., all stated upon information and belief:

Plaintiff OLAYA Z. GOODMAN (hereinafter "GOODMAN") hereby amends her allegations of defendants' negligence and her lost earnings and special damages claims set forth in her Verified Bill of Particulars dated December 13, 2018, previously served, as follows:

1, In addition to those allegations of negligence, carelessness and recklessness asserted against the defendants in her Verified Bill of Particulars dated December 13, 2018, GOODMAN also claims that the defendants, by their driver NATHANIEL JAMES MIRANDA (hereinafter "MIRANDA"), were careless, reckless and negligent in failing to keep his vehicle under proper control with the knowledge that by failing to do so on the crash date, would likely cause collisions with injuries to other motorists; in MIRANDA

driving the company vehicle at an excessive speed with the full knowledge that by speeding at the time and place of the subject crash with GOODMAN on February 8, 2018, he would likely cause a collision with injuries; in MIRANDA negligently and carelessly endangering the safety of the public on the Staten Island Expressway westbound at the time and place of the crash, and GOODMAN in particular, by failing to maintain a proper distance from GOODMAN who was operating an Access-A-Ride bus directly in front of MIRANDA in the moments leading up to the crash; in MIRANDA driving too closely behind GOODMAN in the moments leading up to the crash with the full knowledge that by doing so on February 8, 2018, MIRANDA would likely cause a collision with GOODMAN by striking her vehicle in the rear; in MIRANDA carelessly and recklessly striking GOODMAN's Access-A-Ride bus in the rear in violation of New York State Vehicle and Traffic Law § 1129; in MIRANDA carelessly and recklessly following GOODMAN too closely with the knowledge that by doing so, MIRANDA would likely strike GOODMAN's Access-A-Ride bus in the rear and cause injuries at the time and place of the subject crash.

2. GOODMAN claims the approximate sum of \$130,900.00 in past lost earnings based on her continuous absence from work since February 8, 2018 to date. This is based on her pre-crash gross weekly wages of approximately \$700.00 (base pay and overtime) and is a flat projection without factoring in raises and lost fringe benefits.

The Defendants are placed on notice that at trial, GOODMAN will also claim future loss of earnings, based on work expectancy to age 65, in the approximate sum of \$873,600. This is a flat projection based on 24 years of future work at \$36,400 per year. GOODMAN, in addition to the foregoing, will claim additional sums of money for past and future lost

earnings to reflect lost annual raises, overtime and fringe benefits. The foregoing amounts will be specified in a Supplemental Bill of Particulars to be served in the future in accordance with the CPLR and a supplemental expert witness disclosure.

3. In addition to those hospitalizations previously claimed in Plaintiff's Verified Bill of Particulars dated December 13, 2018 and Supplemental Verified Bill of Particulars dated February 28, 2019, GOODMAN was also hospitalized on October 4, 2019 at AllCity Family Healthcare Center for left shoulder surgery and on June 23, 2020 at Mount Sinai West-St. Luke's Roosevelt Hospital for a decompressive lumbar laminectomy, discectomy and fusion.

4. GOODMAN incurred the following additional special damages:

(a) Physicians services, approximately to date and continuing.....\$100,000.00

(b) Hospital expenses:

• Mt. Sinai West/St. Luke's Roosevelt Hospital :

(2/19/2019).....\$ 80,924.12

(6/23/2020-6/26/2020).....\$ 91,627.38

• Island Ambulatory Surgery.....\$ 6,776.33

• Richmond Univ. Med. Ctr.....\$ 1,014.52

• All City Family Healthcare Center

(6/1/2018 and 10/4/2019)....\$ 8,191.66

(d) Medical Supplies, approximately to date and continuing.....\$ 5,000.00

(e) Radiological expenses, approximately to date and continuing.....\$ 7,500.00

(f) Prescription Drugs, approximately to date and continuing.....\$ 1,500.00

(g) Ambulance expenses, approximately.....\$ 640.00

(i) Other: Due to GOODMAN's permanent and severe cervical and lumbar spine, left and right shoulder and other injuries and residual effects, which require ongoing care and treatment, the defendants are placed on notice that Plaintiff claims the cost of future medical, rehabilitation, hospital, pain management, medication, diagnostic testing, home health support care and/or nursing home care. These future costs include, but are not limited to, likely

future pain management injections; future cervical and lumbar spine revision fusion surgery and future neurostimulator implants. The costs of the foregoing will be specified in a Supplemental Bill of Particulars and a supplemental expert witness disclosure to be served pursuant to the CPLR and before trial.

Dated: Queens, New York
September 21, 2021

Yours, etc.

LAW OFFICES OF
SPENCER H. HERMAN, P.C.

By: 
SPENCER H. HERMAN

Attorney(s) for Plaintiff(s)

Office and P.O. Address:

80-02 Kew Gardens Road

Kew Gardens, NY 11415

(718) 897-2282

To: CLYDE & CO. US LLP
Attorneys for Defendants
IEH AUTO PARTS LLC and
NATHANIEL JAMES MIRANDA
The Chrysler Building
405 Lexington Avenue, 16th Floor
New York, NY 10174
(212) 710-3900

VERIFICATION

SPENCER H. HERMAN, states that the following facts are true under penalty of perjury.

I am an attorney admitted to practice in the State of New York and represent the Plaintiff in the within action.

Affirmant has read the foregoing Amended Bill of Particulars in the within action and know the contents thereof, that the same is true to affirmant's own knowledge except as to the matters therein stated to be alleged on information and belief and that as to those matters affirmant believes to be true. Affirmant further states that the reason this verification is made by affirmant and not by Plaintiff is that Plaintiff resides outside the county where the LAW OFFICES OF SPENCER H. HERMAN, P.C. maintains his office.

The grounds of affirmant's belief as to all matters not stated upon affirmant's knowledge are records, documents and information obtained from Plaintiff and others now on file in the LAW OFFICES OF SPENCER H. HERMAN, P.C.

Dated: Queens, New York
September 21, 2021


SPENCER H. HERMAN

CHUBB

LEAD SHEET

FOR:

**WELLS FARGO INSURANCE
SERVICES USA INC**

RUN DATE: 01/19/2018

POLICY NUMBER: ISA H2515552A

ID: Z02FERR1

RUN BY: ACEINA\RDFFERR

PAGES OF THIS COPY: 0477

INSURED'S NAME

Icahn Automotive Group LLC

POLICY NUMBER: ISA H2515552A

CHUBB*

**Policyholder Notice
Commercial Lines Deregulation
New York**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

CLASS CODE 2-14057

POLICY NUMBER: ISA H2515552A

IL N 119 10 15

CALIFORNIA AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

(This form was developed by the California Department of Insurance.)

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (866) 799-3811

Bureau of Automotive Repair
10949 North Mather Blvd.
Rancho Cordova, CA 95670

The Bureau of Automotive Repair can also accept complaints over its web site at: www.autorepair.ca.gov.

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-4357 or (213) 897-8921

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at: www.insurance.ca.gov.

POLICY NUMBER: ISA H2515552A

IL N 118 01 10

CALIFORNIA AUTOMOTIVE REPAIR DEALER RECOMMENDATION NOTICE

Claimant:
Company:

WE ARE PROHIBITED BY LAW FROM REQUIRING THAT REPAIRS BE DONE AT A SPECIFIC AUTOMOTIVE REPAIR DEALER. YOU ARE ENTITLED TO SELECT THE AUTO BODY REPAIR SHOP TO REPAIR DAMAGE COVERED BY US. WE HAVE RECOMMENDED AN AUTOMOTIVE REPAIR DEALER THAT WILL REPAIR YOUR DAMAGED VEHICLE. WE RECOMMEND YOU CONTACT ANY OTHER AUTOMOTIVE REPAIR DEALER YOU ARE CONSIDERING TO CLARIFY ANY QUESTIONS YOU MAY HAVE REGARDING SERVICES AND BENEFITS. IF YOU AGREE TO USE OUR RECOMMENDED AUTOMOTIVE REPAIR DEALER, WE WILL CAUSE THE DAMAGED VEHICLE TO BE RESTORED TO ITS CONDITION PRIOR TO THE LOSS AT NO ADDITIONAL COST TO YOU OTHER THAN AS STATED IN THE INSURANCE POLICY OR AS OTHERWISE ALLOWED BY LAW. IF YOU EXPERIENCE A PROBLEM WITH THE REPAIR OF YOUR VEHICLE, PLEASE CONTACT US IMMEDIATELY FOR ASSISTANCE.

POLICY NUMBER: ISA H2515552A

CHUBB[®]

**Chubb Producer Compensation
Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

POLICY NUMBER: ISA H2515552A

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

POLICY NUMBER: ISA H2515552A

CHUBB[®]

Georgia Notice

The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

POLICY NUMBER: ISA H2515552A

IL N 175 11 11

ILLINOIS NOTICE TO POLICYHOLDERS REGARDING THE RELIGIOUS FREEDOM PROTECTION AND CIVIL UNION ACT

Dear Policyholder:

This is to provide notice that, pursuant to Illinois Department of Insurance Company Bulletin 2011-06 (CB 2011-06), this policy is in compliance with the Illinois Religious Freedom Protection and Civil Union Act ("the Act", 750 ILL. COMP. STAT. 75/1). The Act, which became effective on June 1, 2011, creates a legal relationship between two persons of either the same or opposite sex who establish a civil union.

The Act provides that parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the law of Illinois to spouses, whether they are derived from statute, administrative rule, policy, common law or any source of civil or criminal law. In addition, this law requires recognition of a same-sex civil union, marriage, or other substantially similar legal relationship, except for common law marriage, legally entered into in other jurisdictions. The Act further provides that "party to a civil union" shall be included in any definition or use of the terms "spouse", "family", "immediate family", "dependent", "next of kin" and other terms descriptive of spousal relationships as those terms are used throughout the law. According to CB 2011-06, this includes the terms "marriage" or "married" or any variations thereof. CB 2011-06 also states that if policies of insurance provide coverage for children, the children of civil unions must also be provided coverage.

POLICY NUMBER: ISA H2515552A

CHUBB[®]

Important Information to Virginia Policyholders Regarding Your Insurance

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number

Chubb Companies
Customer Support Service Department
436 Walnut Street
PO Box 1000
Philadelphia, PA 19106-3703
1-800-352-4462

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

1300 East Main Street
Tyler Building
Richmond, VA 23219
Consumer Hot Line: 1-800-552-7945
Bureau of Insurance: 804-371-9185

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

POLICY NUMBER: ISA H2515552A

CHUBB[®]

**Important Message to Our
Pennsylvania Auto Insurance
Policyholders**

NOTICE APPLIES TO AUTOS REGISTERED OR PRINCIPALLY GARAGED IN PA.

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.

POLICY NUMBER: ISA H2515552A

CHUBB[®]

Important Notice - Wisconsin

Wisconsin law requires us to notify you that, if you cancel this policy prior to its expiration date, the terms and conditions of your policy may require that you pay a substantial penalty.

POLICY NUMBER: ISA H2515552A

CHUBB[®]

Important Notice To Our Connecticut Policyholders

This is a description of coverage provided in your policy for damage to a rental vehicle. No coverage is provided by this description, and it does not replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverage you are provided. If there is any conflict between the policy and this description, the provisions of the policy apply.

Under Section II -- LIABILITY COVERAGE of the Commercial Auto Coverage Forms (CACF), there is **no** coverage for damage to a rental vehicle.

Under the Commercial Auto Coverage Forms (CACF), physical damage coverage can be provided for rental vehicles through an entry in the Schedule of Hired or Borrowed Covered Autos Coverage and Premiums of the CACF Declarations. This will designate any hired or borrowed car to be a "covered auto."

Endorsement CA 20 01 (Additional Insured - Lessor), which should be used when an auto is leased or rented from a standard leasing concern, can provide physical damage coverage by changing any leased autos designated in the schedule of the form "covered autos you own" (while also providing physical damage coverage for the leasing concern).

In addition, Endorsement CA 99 10 (Drive Other Car Coverage - Broadened Coverage For Named Individuals) provides that any private passenger type auto rented by an employee named in the endorsement will be considered a covered auto for physical damage coverage.

The limit of liability for this coverage, subject to any applicable deductible shown in the declarations, will be the lesser of:

1. The actual cash value of the vehicle; or
2. The amount necessary to repair or replace the rental vehicle.

POLICY NUMBER: ISA H2515552A

CHUBB®

Important Notice To Our Oregon Policyholders

Oregon law requires we advise policyholders of the RIGHTS AND RESPONSIBILITIES of the insured when submitting a claim covered by the policy for damage to the insured's vehicle.

The insured must give the company or one of our agents written notice of the accident or loss as soon as reasonably possible.

When there is a loss covered by the policy, the insured shall:

- make a prompt report to the police when the loss is the result of theft or larceny.
- protect the damaged vehicle -- we will pay any reasonable expense to do so.
- Show us the damage if we ask.

The insured shall cooperate with the company.

The insured has the right to receive the reasonable cost of repairs for claims covered by the policy.

Oregon law states:

An insurer shall not require that a particular person make the repairs to the insured's motor vehicle as a condition for recovery by the insured under a motor vehicle liability insurance policy.

The policy contract contains the complete statement of rights and responsibilities of both the insured and the company.

POLICY NUMBER: ISA H2515552A

CHUBB[®]

**Indiana
Notice to Policyholders**

We are here to serve you....

As our policyholder, your satisfaction is very important to us. If you have a question about your policy, if you need assistance with a problem, or if you have a claim, you should first contact your insurance agent.

If you are unable to reach your agent, or if you wish to contact us directly, please call our Customer Services Department at 1-800-352-4462. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

Should you feel you are not being treated fairly with respect to a claim, you may also contact the Indiana Department of Insurance with your complaint.

To contact the Department, write or call:

Consumer Services Division
Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787
317-232-2395 or 1-800-622-4461

Complaints can be filed electronically at www.in.gov/idoi

POLICY NUMBER: ISA H2515552A

CHUBB®

**MARYLAND
NOTICE OF UNDERWRITING PERIOD**

We are notifying you that the binder or policy you have just agreed to purchase may provide you with only temporary coverage, since Maryland law provides the company with a 45 day period, from the effective date of your coverage, to confirm that you are eligible for coverage under this policy.

Should the company find that you are not eligible for this coverage, we will send you a written Notice of Cancellation advising you of the reason(s) that you do not qualify for coverage and the date on which your policy will be cancelled.

MASSACHUSETTS COMPULSORY PREMIUM POLICYHOLDER NOTICE

Named Insured Icahn Automotive Group LLC			Endorsement Number
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**This endorsement modifies insurance provided under the following:**

The premium for your compulsory coverage is included in the premium shown on the Declarations page of your policy. In addition, the limits of insurance for your compulsory coverages are included in, and not in addition to, the limits of insurance shown on the Declarations page of your policy.

All other terms and conditions remain unchanged.

Authorized Agent

POLICY NUMBER: ISA H2515552A

CHUBB[®]

**Minnesota Policyholder
Notice Of Election To Have Two
Or More Autos Added Together**

Pursuant to Section 65B.47, subdivision 7, of the Minnesota statutes, you may make a specific election to have the limits of liability for basic economic loss benefits added together for two or more motor vehicles under your automobile insurance policy to determine the limit of insurance coverage available to an injured person for any one accident. Unless you make such an election, the limit of liability for basic economic loss benefits for two or more motor vehicles may not be added together to determine the limit of insurance coverage available to an injured person for any one accident.

If you wish to elect to have the limits of liability for basic economic loss benefits for two or more motor vehicles added together, please notify your insurance representative. You may be charged an additional premium for such additional coverage.

POLICY NUMBER: ISA H2515552A

IL N 002 11 10

NEW YORK RENTAL REIMBURSEMENT COVERAGE DISCLOSURE

YOU HAVE THE RIGHT, PURSUANT TO N.Y. INS. LAW § 2610-A, TO CHOOSE ANY RENTAL VEHICLE COMPANY, RENTAL VEHICLE COMPANY LOCATION OR A PARTICULAR CONCERN IN THE EVENT YOU UTILIZE RENTAL REIMBURSEMENT COVERAGE.

POLICY NUMBER: ISA H2515552A

NOTICE TO ALL OKLAHOMA POLICYHOLDERS

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

You are insured by the Company listed on the Signature page which is named on the first page of the Declarations of this policy. It is a Chubb company and has its principal office at 436 Walnut Street, PO Box 1000, Philadelphia, PA 19106-3703.

POLICY NUMBER: ISA H2515552A

CHUBB

**Notice To Our Florida
Property And Casualty Policyholders
Guidelines For Loss Control Plans**

Florida law requires us to inform you that we have developed guidelines for risk management plan which are available to you at no cost. The guidelines consist of the following:

- A. A booklet entitled "Establishing an Effective Loss Control Program." This booklet describes various loss control procedures that can help you in your selection and implementation of actions that eliminate or reduce the frequency and severity of your losses.
- B. A self inspection checklist that is tailored for your business and when used in inspections it may be of assistance to you in the identification of conditions which could be responsible for losses.

Should you require further help in developing and implementing an effective loss control program, other loss control services are also available to you for an additional charge. The following services are available from Chubb Loss Control Services:

- A. Loss control management consultation. Through a visit to your facility we will assist you in identifying loss causing conditions, evaluating your loss prevention methods, and recommending loss control enhancements.
- B. Training loss control management techniques. This training supports our consulting and is intended to assist you in the implementation of your loss control procedures. The training can be provided to you or your employees.

To obtain either the free guidelines for loss control plans or information on additional loss control services, please complete the section below and send it to:

National Manager, Jurisdictional Services
Chubb Risk Control Services
P. O. Box 1000
Philadelphia, PA 19105-1000
Tel: 866-357-3797

<input type="checkbox"/> Send me the free guidelines for the loss control plans		
<input type="checkbox"/> Send me information on how I can obtain additional loss control services		
Business Operation:		
Company Name:		
Street Address:		
City:	State:	Zip Code:
Telephone:	Policy No:	
Person to contact:	Title:	
Signature		

POLICY NUMBER: ISA H2515552A

CHUBB®

Notice To Our New York Policyholders Optional Basic Economic Loss Coverage

Dear Policyholder or Applicant:

Optional Basic Economic Loss (OBEL) coverage 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 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 damages 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 Department of Financial Services; and
2. 80% of lost earnings up to a maximum monthly payment of \$2,000 for up to three years following the date of accident; and
3. up to \$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.

OPTIONAL COVERAGE AVAILABLE

In addition to Basic No-Fault Coverage, you may 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 select 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 insured 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.

If you have any questions, please contact your company or agent.

POLICY NUMBER: ISA H2515552A

CHUBB®

**Notice To Our Texas Policyholders -
Automobile Theft Prevention
Authority Pass Through Fee**

NOTICE: A fee of \$ Included is payable in addition to the policy premium due under this policy. This fee partially or completely reimburses the insurer, as permitted by 28 TAC 5.205, for the \$2.00 fee per motor vehicle year required to be paid to the Automobile Burglary and Theft Prevention Authority under Vernon's Annotated Revised civil Statutes of the State of Texas , Article 4413 (37), 10, which became effective on September 1, 2011 .¹

POLICY NUMBER: ISA H2515552A

COMPANY: ACE American Insurance Company

NOTICE TO POLICYHOLDER

Named Driver Exclusion- State of Michigan

Warning- when a named excluded person operates a vehicle all liability coverage is void- no one is insured. Owners of the vehicle and others legally responsible for the acts of the named excluded person remain fully personally liable.

In addition, a named excluded driver is not entitled to be paid personal protection benefits for accidental bodily injury if at the time of the accident the named excluded driver was operating a motor vehicle or motorcycle as to which he or she was named as the excluded driver.

POLICY NUMBER: ISA H2515552A

POLICYHOLDER NOTICE – OHIO

WARNING: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

POLICY NUMBER: ISA H2515552A

CHUBB*

QUESTIONS ABOUT YOUR INSURANCE?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by contacting:

Chubb Customer Support Services Department:
436 Walnut Street
Philadelphia, Pennsylvania 19106-3703

Telephone Number: 1-800-352-4462
Email: ChubbUSCustomerServices@chubb.com

The **Illinois Department of Insurance** may also be contacted for assistance. Insurance analysts are available to answer general questions by phone at our toll-free Consumer Assistance Hotline (866) 445-5364. **However, complaints must be submitted in writing.**

How to file a complaint with the Insurance Department:

Complaints may be submitted in the following ways:

- On-line at
<https://insurance.illinois.gov/applications/ComplaintForms/default.aspx>
and by following the instructions posted.
- By fax: (217) 558-2083
- By email at consumer_complaints@ins.state.il.us
- By mail: 320 W. Washington St. Springfield, IL 62767 or 122 S. Michigan Ave., 19th Floor, Chicago, Illinois 60603

POLICY NUMBER: ISA H2515552A

CHUBB[™]

Questions About Your Insurance?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling Chubb, Customer Support Service Department, at 1-800-352-4462.

POLICY NUMBER: ISA H2515552A

CHUBB®

Chubb
Risk Control Services
525 W. Monroe Street
Chicago, IL 60661

Phone: 1.866.357-3797
Fax:
215.640.5084
www.chubb.com

losscontrolreq@chubb.com

**National Manager, Jurisdictional
Services**

RE: RISK CONTROL SERVICES FOR TEXAS POLICYHOLDERS

**Commercial Automobile Liability, General Liability, Professional Liability, and Medical
Professional Liability**

Chubb is required by Texas law and regulations to maintain or provide accident prevention services for its commercial automobile, general liability, professional liability, and medical professional liability policyholders. Chubb offers an array of accident prevention services in Texas at no additional charge. These services are intended to help prevent and/or minimize loss.

These services include but are not limited to: individual risk surveys; improvement recommendations; loss investigation; specific loss problem identification and recommended improvement actions.

Chubb may recommend one or more of these services based upon hazard, experience, and size of your Texas operations. You have the choice of receiving or declining any of the services offered. If you wish to decline all of the services or wish to receive only selected risk control service, please indicate that by signing and dating this letter in the space provided below. Please e-mail, mail or fax a response to the appropriate address or fax number listed above. If you decline all of Chubb's risk control services or choose only a support service, such as ergonomics survey, driving training, or other services and not a complete risk survey, we still have a responsibility under Texas law and regulation to monitor your losses. In the event you start to have a loss problem and a trend is established, and/or adverse loss ratio is developed, we will contact you and offer to assist you in addressing the situation.

Sincerely,

National Manager, Jurisdictional & Regulatory Services
Chubb Risk Control Services
525 W. Monroe Street
Chicago, IL 60661
or call toll free at: 1-866-357-3797

- ☐ I am aware of the loss control services offered and decline them. I have made other arrangements for these services.
- ☐ I wish to obtain the following offered accident prevention services:

- ☐ I have no risk control services needs now. I reserve the right to request loss control services within the policy period.

(Signature)

(Phone #)

(Date)

Print Name: _____ Policy # _____

Company Name: _____

Address: _____

City, State, Zip: _____

POLICY NUMBER: ISA H2515552A

**STATE OF NEW HAMPSHIRE
UNINSURED MOTORISTS POLICYHOLDER NOTICE**

Notwithstanding any other provision or endorsement of this policy, pursuant to Section 264.15 of the New Hampshire Revised Statutes, it is understood that in the event of insolvency on the part of the liability insurer which prevents the insurer from paying the legal liability of its insured within the limits of the coverage provided, and no other insurance applies, Uninsured Motorists Coverage shall provide for no less than [REDACTED] coverage for damage to or destruction of property in any one accident.

POLICY NUMBER: ISA H2515552A

CHUBB®

Texas Notice – Information and Complaints

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

1 (800) 352-4462

You may also write to the Company at:

Chubb
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1 (800) 252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact your agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de la Compañía para obtener información o para presentar una queja al:

1 (800) 352-4462

Usted también puede escribir a la Compañía:

Chubb
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1 (800) 252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

POLICY NUMBER: ISA H2515552A

IL P 001 01 04

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

POLICY NUMBER: ISA H2515552A

CHUBB[®]

**UNINSURED MOTORISTS/UNDERINSURED
MOTORIST COVERAGE SUMMARY**

The following Limit of Insurance for Uninsured Motorists and Underinsured Motorists (when not included in Uninsured Motorists Coverage) apply to Item 2 of the Declarations:

1. No Coverage is offered or provided for vehicles principally garaged or registered in the following states:
MI,OH,PR
2. You have rejected coverage in the following states and no Limit of Insurance is provided for vehicles principally garaged or registered in these states:
AL,AK,AZ,AR,CA,CO,DE,FL,GA,HI,ID,IN,IA,KY,LA,MS,MT,NV,NM,OK,PA,TN,TX,UT,WA,WY
3. Limit of Insurance for vehicles principally garaged or registered in the following states will be the limit of insurance you selected on the signed Uninsured and/or Underinsured Motorist selection/rejection form on file with us:
All states not listed in items 1,2 or 4 of this form.
4. The policy limit for liability shall apply for vehicles principally garaged or registered in the state of NH.

POLICY NUMBER: ISA H2515552A

CHUBB[®]

Wisconsin Notice To Policyholders

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? -- If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**Chubb
Customer Support Service Department
436 Walnut Street
PO Box 1000
Philadelphia, PA 19106-3703
1-800-352-4462**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517
608-266-0103

CHUBB®ACE American Insurance Company
436 Walnut Street
Philadelphia PA 19106**Business Auto Declarations****POLICY NUMBER:** ISA H2515552A**EXPIRING POLICY NUMBER:** ISA H09050309**RENEWAL****ITEM ONE****Named Insured:** Icahn Automotive Group LLC**Address:** 3111 W. Allegheny Ave
Philadelphia PA 19132**Producer Number:** 271249**Producer Name:** WELLS FARGO INSURANCE**Producer Address:** 3475 PIEDMONT ROAD
SUITE 800
ATLANTA GA 30305**Form of Business:** ☐ Corporation ☒ Limited Liability Company
☐ Other:**Named Insured's business:** Automobile service and repair center**Policy Period:** Policy covers from 01/01/2018 to 12/01/2018 12:01 am standard time at the named insured's address stated above.**Audit Period:** Annual, unless otherwise stated: ☐ Semi-Annual ☐ Quarterly ☐**Total Advance Premium (Including surcharges):** [REDACTED]**Refer to Surcharge Schedule for surcharge amounts and rates.****NO SURCHARGE APPLIES IN PUERTO RICO**

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

CHUBB®ACE American Insurance Company
436 Walnut Street
Philadelphia PA 19106**Business Auto Declarations****POLICY NUMBER:** ISA H2515552A**ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$3,000,000	\$Included
PERSONAL INJURY PROTECTION (or equivalent No fault Coverage)	5	SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT \$ N/A DED	\$Included
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	\$
OPTIONAL BASIC ECONOMIC LOSS COVERAGE (New York Only)		\$	\$
ADDITIONAL PERSONAL INJURY PROTECTION (New York Only)		\$	
		Maximum Monthly Work Loss	
		Death Benefit	
		Other Necessary Expense (per day)	
PROPERTY PROTECTION INSURANCE (Michigan only)	5	SEPARATELY STATED IN THE P.P.I ENDORSEMENT. MINUS \$N/A DED FOR EACH ACCIDENT.	\$Included
MEDICAL PAYMENTS		\$	\$
MEDICAL EXPENSE AND INCOME LOSS BENEFITS		SEPARATELY STATED IN THE P.P.I ENDORSEMENT. MEDICAL EXPENSE BENEFITS \$ EACH PERSON INCOME LOSS BENEFITS \$ EACH PERSON	\$
UNINSURED MOTORISTS	6	\$ See DA40002	\$Included
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists) (Not Applicable in New York)	6	\$ See DA40002	\$Included

CHUBB[®]ACE American Insurance Company
436 Walnut Street
Philadelphia PA 19106**Business Auto Declarations****POLICY NUMBER:** ISA H2515552A**ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)**

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Truckers Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
SUPPLEMENTARY UNINSURED/ UNDERINSURED MOTORIST (New York only)		\$ The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by the motor vehicle Bodily Injury liability insurance and 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 COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. (N/A to private passenger type vehicles in NY). See Schedule On File With Company For Vehicle Deductibles. See ITEM FOUR For Hired Or Borrowed "Autos".	\$
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See Schedule On File With Company For Vehicle Deductibles. See ITEM FOUR For Hired Or Borrowed "Autos."	\$
PHYSICAL DAMAGE COLLISION COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED FOR EACH COVERED AUTO FOR LOSS CAUSED BY COLLISION See Schedule On File With Company For Vehicle Deductibles. See ITEM FOUR For Hired Or Borrowed "Autos."	\$
PHYSICAL DAMAGE TOWING AND LABOR		\$ for each disablement of a private passenger auto.	\$

CHUBB

ACE American Insurance Company
436 Walnut Street
Philadelphia PA 19106

Business Auto Declarations**POLICY NUMBER:** ISA H2515552A**ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN****DESCRIPTION**

Covered Auto No	Year, Model, Trade Name, Serial Number or Vehicle Identification Number (VIN)	Original Cost New	Terr Code
AS PER SCHEDULE ON FILE WITH COMPANY			

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

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (if liab. cov. is primary)	PREMIUM
All States on File With Us	\$If Any	\$		\$Included
			TOTAL PREMIUM	\$Included

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.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. (N/A to Private Passenger type vehicles in NY).	\$	\$	\$
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.	\$	\$	\$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO.	\$	\$	\$

CHUBB

ACE American Insurance Company
 436 Walnut Street
 Philadelphia PA 19106

Business Auto Declarations**POLICY NUMBER:** ISA H2515552A**ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than A Social Service Agency	Number of Employees	25	\$Included
	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$
Garage Service Operations	Number of Employees		\$
	Number of Partners		\$
		TOTAL PREMIUM	\$Included

CHUBBACE American Insurance Company
436 Walnut Street
Philadelphia PA 19106**Business Auto Declarations****POLICY NUMBER:** ISA H2515552A

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION

SCHEDULE OF NOTICES

Form No.	Description
ALL23445b0713	Policyholder Notice Commercial Lines Deregulation New York
ILN1191015	California Auto Body Repair Consumer Bill Of Rights
ILN1180110	California Automotive Repair Dealer Recommendation Notice
ALL208871006	Chubb Producer Compensation Practices & Policies
ALL223680607	Colorado Fraud Statement
ALL8Z41 7/2000	Georgia Notice
ILN1751111	Illinois Notice To Policyholders Regarding The Religious Freedom Protection And Civil Union Act
ALL7X47a0206	Important Information To Virginia Policyholders Regarding Your Insurance
DA1K19	Important Message To Our Pennsylvania Auto Insurance Policyholders
ALL389690812	Important Notice - Wisconsin
DA3E53a	Important Notice To Our Connecticut Policyholders
DA9T21	Important Notice To Our Oregon Policyholders
ALL2Y810514	Indiana Notice To Policyholders
ALL387110812	Maryland Notice Of Underwriting Period
DA18607	Massachusetts Compulsory Premium Policyholder Notice
DA410710913	Minnesota Policyholder Notice Of Election To Have Two Or More Autos Added Together
ILN0021110	New York Rental Reimbursement Coverage Disclosure
ALL2U78b	Notice To All Oklahoma Policyholders
ALL398220413	Notice To Our Florida Property And Casualty Policyholders Guidelines For Loss Control Plans
DA3H93b0613	Notice To Our New York Policyholders Optional Basic Economic Loss Coverage
DA8S71b0913	Notice To Our Texas Policyholders - Automobile Theft Prevention Authority Pass Through Fee
DA468220915	Notice To Policyholder
ALL5W06(07/95)	Policyholder Notice - Ohio
ALL18653d0714	Questions About Your Insurance?
ALL5X45	Questions About Your Insurance?
ALL11559e0716	Risk Control Services For Texas Policyholders
DA395930113	State Of New Hampshire Uninsured Motorists Policyholder Notice
ALL4Y30f0615	Texas Notice – Information And Complaints

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Form No.	Description
ILP0010104	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
DA400020413	Uninsured Motorists/Underinsured Motorist Coverage Summary
ALL5X51a0206	Wisconsin Notice To Policyholders

SCHEDULE OF COVERAGE FORMS

Form No.	Description
CA00011013	Business Auto Coverage Form
IL00171198	Common Policy Conditions

SCHEDULE OF ENDORSEMENTS

Endt. No.	Form No.	Description
1	ALL32677a0412	Kentucky Local Government Premium Tax Schedule
2	ALL22421	Surcharge Schedule
3	CC1K11h0314	Signatures
4	DA9U74c0316	Additional Insured – Designated Persons Or Organizations
5	DA14676	Amendatory Endorsement
6	DA6Z04a0614	Automatic Additional Insured Endorsement
7	DA33740a0614	Cancellation – Notice To Additional Interests
8	DA219160307	Contractual Liability Coverage
9	ALL44289c1116	Direct Action Expenses
10	ALL10617b0614	Earlier Notice Of Cancellation And Non-Renewal Endorsement
11	MC1622s0117	Endorsement For Motor Carrier Policies Of Insurance For Public Liability Under Sections 29 And 30 Of The Motor Carrier Act Of 1980
12	DA14677a0411	Expected Or Intended Injury Coverage
13	DA25844	Fronted Reimbursement Of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Borne Entirely By The Insured
14	DA9T51	Mexico Coverage Endorsement
15	DA20857a0614	Named Insured Endorsement
16	DA14673b0315	Notice Of Accident
17	ALL180571211	Notification Of Premium Adjustment
18	DA13118a0614	Schedule Of Named Insureds
19	ALL211011106	Trade Or Economic Sanctions Endorsement
20	DA14674	Trailer Endorsement
21	DA14672b0614	Unintentional Errors & Omissions
22	DA13115a0614	Waiver Of Transfer Of Rights Of Recovery Against Others
23	IL00210908	Nuclear Energy Liability Exclusion Endorsement

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Endt. No.	Form No.	Description
24	CA20471013	Additional Insured – General Liability Coverages – Lessor Of Leased Equipment
25	CA23251013	Coverage For Injury To Leased Workers
26	CA99101013	Drive Other Car Coverage – Broadened Coverage For Named Individuals
27	CA20541013	Employee Hired Autos
28	CA99331013	Employees As Insureds
29	CA20551013	Fellow Employee Coverage
30	CA99370310	Garagekeepers Coverage
31	CA99371013	Garagekeepers Coverage
32	CA99161013	Hired Autos Specified As Covered Autos You Own
33	CA20011013	Lessor – Additional Insured And Loss Payee
34	CA99481013	Pollution Liability – Broadened Coverage For Covered Autos – Business Auto And Motor Carrier Coverage Forms
35	DA249860508	New Mexico Amendatory Endorsement: Uninsured/Underinsured Motorists
36	CA01751013	Arizona Changes
37	CA02050514	Arizona Changes – Nonrenewal
38	CA01430517	California Changes
39	CA01131013	Colorado Changes
40	IL01251113	Colorado Changes – Civil Union
41	CA01071013	Connecticut Changes
42	CA01901013	Connecticut Changes – Liability Of Municipalities
43	CA21570316	Connecticut Uninsured And Underinsured Motorists Coverage
44	CA01771013	Delaware Changes
45	CA02551114	Delaware Changes – Cancellation And Nonrenewal
46	CA22081116	Delaware Personal Injury Protection Endorsement
47	CA01280617	Florida Changes
48	CA02670617	Florida Changes – Cancellation And Nonrenewal
49	CA22100617	Florida Personal Injury Protection
50	CA01091013	Georgia Changes
51	IL02620215	Georgia Changes – Cancellation And Nonrenewal
52	CA01200115	Illinois Changes
53	CA02701013	Illinois Changes – Cancellation And Nonrenewal
54	IL01621013	Illinois Changes – Defense Costs
55	CA21300115	Illinois Uninsured Motorists Coverage
56	CA01191013	Indiana Changes
57	CA01601013	Iowa Changes

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Business Auto Declarations**POLICY NUMBER: ISA H2515552A**

Endt. No.	Form No.	Description
58	CA01251013	Kentucky Changes
59	CA22161013	Kentucky Personal Injury Protection
60	CA01031013	Louisiana Changes
61	CA01341013	Maine Changes
62	CA21741013	Maine Uninsured Motorists Coverage
63	CA02151217	Maryland Cancellation Changes
64	CA01701013	Maryland Changes
65	CA22191013	Maryland Personal Injury Protection Endorsement
66	CA21131013	Maryland Uninsured Motorists Coverage
67	MM99670411	Massachusetts Changes
68	MM99111011	Massachusetts Mandatory Endorsement
69	CA01100916	Michigan Changes
70	IL02860417	Michigan Changes – Cancellation And Nonrenewal
71	CA22200817	Michigan Personal Injury Protection
72	CA22241013	Michigan Property Protection Coverage
73	CA01381013	Minnesota Changes
74	CA02181013	Minnesota Changes – Cancellation And Nonrenewal
75	CA22250117	Minnesota Personal Injury Protection
76	CA21241013	Minnesota Uninsured And Underinsured Motorists Coverage
77	CA01650716	Missouri Changes
78	CA02190116	Missouri Changes – Cancellation And Nonrenewal
79	CA01661013	Missouri Changes – Pollution Exclusion
80	CA01361013	Nevada Changes
81	CA02621013	New Hampshire Changes – Cancellation And Nonrenewal
82	CA01111117	New Hampshire Changes In Policy
83	CA31260215	New Hampshire Uninsured Motorists Coverage
84	CA01881013	New Jersey Changes
85	CA01841116	New Jersey Changes – Physical Damage Inspection
86	CA22301116	New Jersey Personal Injury Protection
87	CA21141016	New Jersey Uninsured And Underinsured Motorists Coverage
88	CA01391013	New Mexico Changes
89	CA02500515	New Mexico Changes – Cancellation And Nonrenewal
90	CA02250814	New York Changes – Cancellation
91	CA01121215	New York Changes In Business Auto And Motor Carrier Coverage Forms
92	CA22321113	New York Mandatory Personal Injury Protection Endorsement
93	CA01261013	North Carolina Changes

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Business Auto Declarations**POLICY NUMBER:** ISA H2515552A

Endt. No.	Form No.	Description
94	CA21161013	North Carolina Uninsured Motorists Coverage
95	CA01321013	Oklahoma Changes
96	CA01491013	Oregon Changes
97	CA22361116	Oregon Personal Injury Protection
98	CA21050116	Oregon Uninsured Motorists Coverage – Bodily Injury
99	CA22371013	Pennsylvania Basic First-Party Benefit
100	CA01800616	Pennsylvania Changes
101	IL01201013	Pennsylvania Changes – Defense Costs
102	MM99350411	Personal Injury Liability Coverage
103	CA01140914	Puerto Rico Changes
104	CA01480214	Rhode Island Changes
105	CA02731013	Rhode Island Changes – Cancellation And Nonrenewal
106	CA21430615	Rhode Island Uninsured Motorists Coverage – Bodily Injury
107	CA01500517	South Carolina Changes
108	CA02301013	South Carolina Changes – Cancellation And Nonrenewal
109	CA21191213	South Carolina Uninsured Motorists Coverage
110	CA01461013	Tennessee Changes
111	CA01961013	Texas Changes
112	CA02431113	Texas Changes – Cancellation And Nonrenewal
113	MM99280411	Uninsured Motorists Coverage - Massachusetts
114	CA31130996	Uninsured Motorists Endorsement - New York
115	CA21211102	Uninsured Motorists Endorsement (Virginia)
116	CA01590517	Utah Changes
117	CA22441116	Utah Personal Injury Protection
118	CA01161015	Virginia Changes – Business Auto Coverage Form
119	CA02681015	Virginia Changes In Policy – Cancellation And Nonrenewal
120	CA22460116	Virginia Medical Expense And Income Loss Benefits Endorsement
121	CA01351013	Washington Changes
122	IL01231113	Washington Changes – Defense Costs
123	CA01830116	West Virginia Changes
124	CA01891013	West Virginia Changes – Coverage Extension For Temporary Substitute Autos
125	CA02520917	West Virginia Changes – Nonrenewal
126	CA21221113	West Virginia Uninsured And Underinsured Motorists Coverage
127	CA01171013	Wisconsin Changes
128	CA21031013	Wisconsin Uninsured Motorists Coverage
129	IL02700912	California Changes – Cancellation And Nonrenewal

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Business Auto Declarations**POLICY NUMBER: ISA H2515552A**

Endt. No.	Form No.	Description
130	IL02280907	Colorado Changes - Cancellation And Nonrenewal
131	IL01690907	Colorado Changes - Concealment, Misrepresentation Or Fraud
132	IL00241014	Compulsory Liability Insurance Policy - Puerto Rico
133	IL02600210	Connecticut Changes - Cancellation And Nonrenewal
134	IL01400908	Connecticut Changes - Civil Union
135	IL01510112	Delaware Changes - Civil Union
136	IL01470911	Illinois Changes - Civil Union
137	IL01580908	Indiana Changes
138	IL02720907	Indiana Changes - Cancellation And Nonrenewal
139	IL01561117	Indiana Changes - Concealment, Misrepresentation Or Fraud
140	IL01171210	Indiana Changes - Workers' Compensation Exclusion
141	IL02760908	Iowa Changes - Cancellation And Nonrenewal
142	IL02630908	Kentucky Changes - Cancellation And Nonrenewal
143	IL02770312	Louisiana Changes - Cancellation And Nonrenewal
144	IL02470211	Maine Changes - Cancellation And Nonrenewal
145	IL01890907	Maine Changes - Concealment, Misrepresentation Or Fraud
146	IL01360504	Mandatory Premium And Coverage Conditions Endorsement - Puerto Rico
147	IL02820908	Mississippi Changes - Cancellation And Nonrenewal
148	IL02510907	Nevada Changes - Cancellation And Nonrenewal
149	IL01100907	Nevada Changes - Concealment, Misrepresentation Or Fraud
150	IL01150110	Nevada Changes - Domestic Partnership
151	IL01450908	New Hampshire Changes - Civil Union
152	IL01870907	New Hampshire Changes - Concealment, Misrepresentation Or Fraud
153	IL02080907	New Jersey Changes - Cancellation And Nonrenewal
154	IL01410908	New Jersey Changes - Civil Union
155	IL01830808	New York Changes - Fraud
156	IL02440907	Ohio Changes - Cancellation And Nonrenewal
157	IL02360907	Oklahoma Changes - Cancellation And Nonrenewal
158	IL01771010	Oklahoma Changes - Concealment, Misrepresentation Or Fraud
159	IL01791002	Oklahoma Notice
160	IL02790908	Oregon Changes - Cancellation And Nonrenewal
161	IL01420908	Oregon Changes - Domestic Partnership
162	IL02460907	Pennsylvania Changes - Cancellation And Nonrenewal
163	IL09101203	Pennsylvania Notice
164	IL01610312	Rhode Island Changes - Civil Union
165	IL02500908	Tennessee Changes - Cancellation And Nonrenewal

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Business Auto Declarations**POLICY NUMBER:** ISA H2515552A

Endt. No.	Form No.	Description
166	IL02660908	Utah Changes - Cancellation And Nonrenewal
167	IL01460810	Washington Common Policy Conditions
168	IL02810489	West Virginia Changes - Cancellation
169	IL02830907	Wisconsin Changes - Cancellation And Nonrenewal

THIS DECLARATION AND THE BUSINESS AUTO POLICY AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

COUNTERSIGNED BY _____

AUTHORIZED AGENT

Kentucky Local Government Premium Tax Schedule

Named Insured Icahn Automotive Group LLC			Endorsement Number 1
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The premium shown on the Declarations includes the total tax amount for the Kentucky Local Government Premium Tax which is the sum of the tax amounts for each taxing jurisdiction shown below. Each tax amount includes the tax prescribed by the State of Kentucky in accordance with KRS 91A.080 and a collection fee pursuant to KRS. 91A.080(4) and 806 KAR. 2:090.

Taxing Jurisdiction

Florence

Tax Amount

 Authorized Representative

SURCHARGE SCHEDULE

Named Insured Icahn Automotive Group LLC			Endorsement Number 2
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

The following surcharge(s) have been applied at inception of this policy:

State	Name of Surcharge	Amount
KY	Kentucky Domestic, Foreign and Alien Insurers Surcharge	
MI	Michigan Catastrophic Claims Association (MCCA) Surcharge	
MI	Michigan Auto Theft Prevention Authority (ATPA) Surcharge	
CA	California Auto Fraud Assessment	
CO	Colorado Auto Theft Prevention Authority Fee	
AZ	Arizona Auto Theft Prevention Authority Fee	
NJ	NJ Property Liability Insurance Guarantee Association	
NY	New York Motor Vehicle Law Enforcement Fee	
TX	Texas Automobile Theft Prevention Authority Fee	

Surcharges will be adjusted at audit and concurrent with any other applicable premium adjustment. The rates used to adjust the surcharges are set by the states. The formulae for the adjustment bases used to adjust the surcharges are also set by the states.

SIGNATURES

Named Insured Icahn Automotive Group LLC			Endorsement Number 3
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703


 REBECCA L. COLLINS, Secretary


 JOHN J. LUPICA, President

 Authorized Representative

Chubb. Insured.™

POLICY NUMBER: ISA H2515552A

COMMERCIAL AUTO
CA 00 01 10 13

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 Covered Autos 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 Covered Autos 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 Covered Autos 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	Non-owned "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.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (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 Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) 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
- (b) 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 Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

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

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

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

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

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

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

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

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (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 Covered Autos 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:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if 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,

provided that 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 applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; 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 Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) 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
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

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;
- 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; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

POLICY NUMBER: ISA H2515552A

IL 00 17 11 98

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.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Icahn Automotive Group LLC			Endorsement Number 4
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

AMENDATORY ENDORSEMENT

Named Insured Icahn Automotive Group LLC			Endorsement Number 5
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**Amendment of Condition****Duties in the Event of Accident, Claim, Suit or Loss**

- a. Section IV A.2.a. Duties in the Event of Accident, Claim, Suit or Loss is amended to read in part:

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative notice of the "accident" or "loss" as soon as practicable. 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.

The following is added to Condition A.2. **Duties in the event of Accident, Claim, Suit or Loss:**

Knowledge of an accident by any of your agents, servants or employees shall not constitute knowledge by you unless one of your executive officers or anyone responsible for administering your insurance program has received notice from the agent, servant or employee.

It is agreed that where you report an accident to an insurer providing other than Automobile Liability insurance, which later develops into an Automobile Liability claim covered under this policy, failure to report such accident to us at the time of the accident shall not be deemed in violation of these conditions. However, you shall give immediate notification of the accident to us, as soon as is reasonably possible, that the accident is an Automobile Liability claim.

Authorized Agent

AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

Named Insured Icahn Automotive Group LLC			Endorsement Number 6
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.
2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.
3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

Authorized Representative

CANCELLATION – NOTICE TO ADDITIONAL INTERESTS

Named Insured Icahn Automotive Group LLC			Endorsement Number 7
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 to 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
 AUTO DEALERS COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 EXCESS BUSINESS AUTO COVERAGE FORM**

In the event that we cancel the policy, we agree to mail to the additional interests set forth in the Schedule below 90 days advance notice if the cancellation is for nonpayment of premium and 90 days advance notice if the cancellation is for a legally permissible reason other than nonpayment of premium.

Schedule:

Name: Wells Fargo Bank, National Association, as administrative agent ISAOA, ATIMA
 Address: P.O. Box 700308
 Dallas, TX 75370

Name:
 Address:

Name:
 Address:

Name:
 Address:

Name:
 Address:

Name:
 Address:

Name:
 Address:

Name:
 Address:

Authorized Representative

CONTRACTUAL LIABILITY COVERAGE

Named Insured Icahn Automotive Group LLC			Endorsement Number 8
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

Business Auto Coverage Form

It is agreed, Section II – Liability Coverage, Exclusion B. 2., Contractual, is deleted in its entirety.

All other terms and conditions remain unchanged.

Authorized Agent

DIRECT ACTION EXPENSES

Named Insured Icahn Automotive Group LLC			Endorsement Number 9
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

The following is added to the SUPPLEMENTARY PAYMENTS provision of the policy and any endorsement attached to the policy which modifies or amends the SUPPLEMENTARY PAYMENTS provision of the policy:

In addition, we will pay for all reasonable "Direct Action Expenses".

As used in this endorsement, "Direct Action Expenses" means all defense, investigation, settlement, legal costs and expenses, and prejudgment interest, that we incur and that arise out of or relate to any "suit", seeking payment of damages under this policy, which "suit" is brought or made directly against us pursuant to any law that grants a third party the right to bring a direct action against us by virtue of the issuance of this policy. "Direct Action Expenses" also include expenses related to any appeal from a judgment.

Direct Action Expenses do not include any such expenses that we incur if we are sued because of the entry of a default judgment against an insured, if that default judgment was entered solely due to our mistake in the handling of the initial "suit" and the insured provided us with timely notice of that "suit".

All other terms and conditions remain unchanged.

Authorized Representative

EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Named Insured Icahn Automotive Group LLC			Endorsement Number 10
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 to 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTOMOBILE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS GENERAL LIABILITY POLICY
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

A. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than nonpayment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

Authorized Representative

USDOT Number: _____ Date Received: _____

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



**Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980**

FORM MCS-90

Issued to Icahn Automotive Group LLC of Pennsylvania
(Motor Carrier name) (Motor Carrier state or province)

Dated at Wilmington, DE 19803 on this 22nd day of January, 20 18

Amending Policy Number: ISA H2515552A Effective Date: 01/01/2018

Name of Insurance Company: ACE American Insurance Company

Countersigned by: 
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 3,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 215 - 640 - 4555

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8 , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403 .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101 ; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101 , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403 .	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

EXPECTED OR INTENDED INJURY COVERAGE

Named Insured Icahn Automotive Group LLC			Endorsement Number 12
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

Exclusion B.1. under LIABILITY COVERAGE is deleted and replaced with the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the “insured.” Notwithstanding anything else in this policy to the contrary, this exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

Authorized Agent

FRONTED REIMBURSEMENT OF DEDUCTIBLE ENDORSEMENT**ALLOCATED LOSS ADJUSTMENT EXPENSE ("ALAE") BORNE ENTIRELY BY THE INSURED**

Named Insured Icahn Automotive Group LLC			Endorsement Number 13
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

I) DEDUCTIBLE AMOUNT

The Deductible Per "Accident" is equal to:

1. The Limit of Insurance for each coverage provided under this policy, except Physical Damage and Garagekeepers; plus
2. All Allocated Loss Adjustment Expense.

II) ADDITIONAL PROVISIONS

- 1) "We" will pay all sums that "we" become legally obligated to pay, up to the Limit of Insurance under this policy.
- 2) "You" must reimburse us up to the Deductible Amount for any amounts we have paid under this policy.
- 3) The Deductible Amount shown in Section I of this endorsement will apply per "accident", regardless of the number of claimants, Insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".
- 4) If "you" fail to reimburse "us" for any amount due under this endorsement, or fail to provide "us" any collateral that "we" require, "you" will be in default of "your" obligations to "us", and "we" may take any steps "we" deem necessary to enforce our rights against "you", including but not limited to drawing on any amount of collateral "we" hold or canceling this policy, if permitted by law.
- 5) Each Named Insured is jointly and severally liable for all amounts reimbursable under this endorsement.
- 6) If "we" recover any payment "we" make under this policy from anyone liable for damages or "ALAE", the amount "we" recover will first be applied to any payments "we" made in excess of the Deductible Amount and to "our" expenses in obtaining the recovery. The remainder of the recovery, if any, will reduce the amount that is reimbursable by "you".

III) ALLOCATED LOSS ADJUSTMENT EXPENSE DEFINITION

“Allocated Loss Adjustment Expense(s)” or “ALAE” means such claim expenses, costs and any interest provided for under the Supplementary Payments of this policy, that are incurred in connection with the investigation, administration, adjustment, settlement or defense of any claim or lawsuit that we, under our accounting practices, directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made. Such expenses include, but are not limited to, subrogation, all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of depositions and court reporters or recorded statements, provided, however, that Allocated Loss Adjustment Expense shall not include the salaries and traveling expenses of our employees or our overhead and adjusters' fees.

IV) NO OTHER CHANGES

All other terms of this policy, including those with respect to:

- (a) Our right and duty to defend any "insured" against a "suit" asking for damages to which this insurance applies, and
- (b) Limit of Insurance, and
- (c) Your duties in the event of an accident, claim, suit or loss

remain unchanged.

Authorized Agent

MEXICO COVERAGE ENDORSEMENT

Named Insured Icahn Automotive Group LLC			Endorsement Number 14
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

Auto accidents in Mexico are subject to the laws of Mexico only -- NOT the laws of the United States of America. Unlike the United States, the Republic of Mexico considers an auto accident a CRIMINAL OFFENSE as well as a civil matter.

In some cases, the coverage under this endorsement may NOT be recognized by Mexican authorities and the company may not be allowed to implement this coverage at all in Mexico. You should consider purchasing auto coverage from a licensed Mexican Insurance Company before driving into Mexico.

The coverages provided by this policy for covered "autos" are extended to "accidents" occurring in Mexico within 75 miles from the boundary of the United States of America. This extension only applies for infrequent trips into Mexico that do not exceed ten days at any one time.

SECTION II -- LIABILITY COVERAGE is changed as follows:

The following Exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and used in the United States;
2. To any "insured" who does not live in the United States;

The **PHYSICAL DAMAGE COVERAGE** Section is changed as follows:

B. The following Exclusions are added:

We do not provide any coverage:

1. If your covered "auto" is not principally garaged and used in the United States;
2. To any "insured" who does not live in the United States.

THE FOLLOWING CONDITION IS ADDED:

We will pay "losses" under PHYSICAL DAMAGE to your covered "auto" in the United States, not in Mexico. If your covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such loss at the nearest United States point where the repairs can be made. We will not pay the cost of towing, transporting or salvaging your covered "auto" while it is within Mexico.

The **CONDITIONS** Section is changed as follows:

B. GENERAL CONDITIONS**5. OTHER INSURANCE**

The following is added to OTHER INSURANCE provisions:

- e. The insurance we provide by this endorsement will be excess over any other collectible insurance.

f. POLICY PERIOD, 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;
- e. The Republic of Mexico within 75 miles from the boundary of the United States of America. This extension only applies for infrequent trips into Mexico which do not exceed ten days at any one time.

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

NAMED INSURED ENDORSEMENT

Named Insured Icahn Automotive Group LLC			Endorsement Number 15
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTOMOBILE LIABILITY COVERAGE FORM
MOTOR CARRIER LIABILITY COVERAGE FORM
AUTO DEALERS LIABILITY POLICY**

It is agreed that the Named Insured is amended to read as follows:

Icahn Automotive Group LLC

Authorized Representative

NOTICE OF ACCIDENT

Named Insured Icahn Automotive Group LLC			Endorsement Number 16
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

The Duties In The Event Of Accident, Claim, Suit Or Loss Condition is amended by the addition of the following:

Notice of an "accident," claim, "suit" or loss will be deemed to be prompt if you give us such notice as soon as:

Your executive officers or anyone responsible for administering your insurance program.
[Name or Title]

knows of such "accident," claim, "suit" or loss.

This endorsement does not modify or waive any others duties, terms or conditions of this Coverage Form.

Authorized Representative

NOTIFICATION OF PREMIUM ADJUSTMENT

Named Insured Icahn Automotive Group LLC			Endorsement Number 17
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For the states and lines of business in which regulatory approval has been granted for the NCCI Large Risk Alternative Rating Option, the ISO Large Risk Alternative Rating Option, or the independently filed Chubb Large Risk Rating Plan, the premiums for this policy will be adjusted in accordance with the Notice of Election, signed by you.

Authorized Representative

SCHEDULE OF NAMED INSURED

Named Insured Icahn Automotive Group LLC			Endorsement Number 18
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

The Named Insured shown in the Declarations is amended to read as follows:

Icahn Automotive Group LLC

Named Insured includes First Named Insured; other entities to be covered as of inception and any organization other than a partnership or joint venture, and over which you currently maintain ownership or majority interest, provided there is no other similar insurance available to that organization; and any other organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, provided:

- a) There is no other similar insurance available to that organization; and
- b) you notify us of such acquisition not later than 60 days after the end of the policy period.

As respects newly acquired or formed organizations, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured on this schedule.

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured Icahn Automotive Group LLC			Endorsement Number 19
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Authorized Agent

TRAILER ENDORSEMENT

Named Insured Icahn Automotive Group LLC			Endorsement Number 20
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Coverage afforded under this coverage part shall apply to trailers (designed for use with private passenger autos) owned or rented by your employees when used with private passenger autos insured under this policy.

Authorized Agent

UNINTENTIONAL ERRORS & OMISSIONS

Named Insured Icahn Automotive Group LLC			Endorsement Number 21
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

We agree with you that:

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided such failure or omission is not intentional.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Icahn Automotive Group LLC			Endorsement Number 22
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

POLICY NUMBER: ISA H2515552A

Endorsement Number: 23

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

“Source material”, “special nuclear material”, and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”.

“Waste” means any waste material **(a)** containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and **(b)** resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility”.

“Nuclear facility” means:

- (a)** Any “nuclear reactor”;
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing “spent fuel”, or **(3)** handling, processing or packaging “waste”;

(c) Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the “insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

“Property damage” includes all forms of radioactive contamination of property.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 24¹**COMMERCIAL AUTO
CA 20 47 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – GENERAL LIABILITY
COVERAGES – LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS 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: Icahn Automotive Group LLC**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**

As written by contract executed prior to date of loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **D. Who Is An Insured** of **Section II – General Liability Coverages** is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "accident" which takes place, or offense which is committed, after the equipment lease expires.
- b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the person(s) or organization(s) shown in the Schedule.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of "work you performed" in connection with such leased equipment.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 25

COMMERCIAL AUTO
CA 23 25 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR INJURY TO LEASED WORKERS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the **Employee Indemnification And Employer's Liability** Exclusion only, the definition of "employee" in the **Definitions** section is replaced by the following:

"Employee" does not include a "leased worker" or a "temporary worker".

POLICY NUMBER: ISA H2515552A

Endorsement Number: 26

**COMMERCIAL AUTO
CA 99 10 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DRIVE OTHER CAR COVERAGE –
BROADENED COVERAGE FOR NAMED INDIVIDUALS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC**Endorsement Effective Date:****SCHEDULE**

Name Of Individual: Any employee assigned a company vehicle holding a position of senior vice president or higher who is not an insured under a personal auto liability policy purchased by that employee or a "family member"			
Covered Autos Liability Coverage	Limit:	\$ 3,000,000	Premium: \$ Included
Auto Medical Payments	Limit:	\$ Excluded	Premium: \$ N/A
Comprehensive	Deductible:	\$ Excluded	Premium: \$ N/A
Collision	Deductible:	\$ Excluded	Premium: \$ N/A
Uninsured Motorists	Limit:	\$ Excluded	Premium: \$ N/A
Underinsured Motorists	Limit:	\$ Excluded	Premium: \$ N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

Note: When Uninsured Motorists Coverage is provided at limits higher than the basic limits required by a financial responsibility law, Underinsured Motorists Coverage is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

A. This endorsement changes only those coverages where a premium is shown in the Schedule.

B. Changes In Covered Autos Liability Coverage

1. Any "auto" you don't own, hire or borrow is a covered "auto" while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:

a. Any "auto" owned by that individual or by any member of his or her household.

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured**:

Any individual named in the Schedule and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household.
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. Additional Definition

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 27

**COMMERCIAL AUTO
CA 20 54 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and Paragraph **5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

POLICY NUMBER: ISA H2515552A

1
Endorsement Number: 28

COMMERCIAL AUTO
CA 99 33 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 29

COMMERCIAL AUTO
CA 20 55 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FELLOW EMPLOYEE COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The **Fellow Employee** Exclusion contained under the **Covered Autos Liability Coverage** does not apply.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 30

**COMMERCIAL AUTO
CA 99 37 03 10****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GARAGEKEEPERS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC**Endorsement Effective Date:****SCHEDULE**

Location Number	Address Where You Conduct Garage Operations (Main Location)	
	All Locations	
Coverages	Limit Of Insurance And Deductible	
Comprehensive	\$3,000,000	Limit Of Insurance
	\$3,000,000	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event
	OR	
	\$	Limit Of Insurance
	\$	Deductible For All Perils For Each Customer's Auto
	\$	Maximum Deductible For All Loss In Any One Event
	\$Included	

Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Collision	\$3,000,000	Limit Of Insurance	\$Included
	\$3,000,000	Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	

Collision	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Collision	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto	

Total Premium For All Locations	\$Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Direct Coverage Options

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ **Excess Insurance**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☒ **Primary Insurance**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

A. This endorsement provides only those coverages:

1. Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:
 - a. **Comprehensive Coverage**
From any cause except:
 - (1) The "customer's auto's" collision with another object; or
 - (2) The "customer's auto's" overturn.
 - b. **Specified Causes Of Loss Coverage**
Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft; or
 - (3) Mischief or vandalism.
 - c. **Collision Coverage**
Caused by:
 - (1) The "customer's auto's" collision with another object; or
 - (2) The "customer's auto's" overturn.
2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

4. Coverage Extensions

The following applies as Supplementary Payments. We will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. 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.
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "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.

C. Exclusions

1. This insurance does not apply to any of the following:

- a. **Contractual Obligations**

- Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

- b. **Theft**

- "Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

- c. **Defective Parts**

- Defective parts or materials.

- d. **Faulty Work**

- Faulty "work you performed".

2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".

- b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.

- c. Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

- d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

- a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limits Of Insurance And Deductibles

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:

- a. Collision; or

- b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:

- (1) Theft or mischief or vandalism; or

- (2) All perils.

2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

- a. Theft or mischief or vandalism; or

- b. All perils.

3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households, who pay for services performed.

2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.

4. "Work you performed" includes:

- a. Work that someone performed on your behalf; and
- b. The providing of or failure to provide warnings or instructions.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 31

**COMMERCIAL AUTO
CA 99 37 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GARAGEKEEPERS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC**Endorsement Effective Date:****SCHEDULE**

Location Number	Address Where You Conduct Garage Operations (Main Location)		
	All Locations		
Coverages	Limit Of Insurance And Deductible	Premium	
Comprehensive	\$3,000,000	Limit Of Insurance	\$Included
	\$3,000,000	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR		
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	

Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR		
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Collision	\$3,000,000	Limit Of Insurance	\$Included
	\$3,000,000	Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	

Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR		
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	

Collision	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Collision	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto	

Total Garagekeepers Premium For All Locations	\$Included
--	-------------------

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Direct Coverage Options

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ **Excess Insurance**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☒ **Primary Insurance**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

A. This endorsement provides only those coverages:

1. Where a Limit Of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

c. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "garage operations".
- c. Your members, if you are a limited liability company, but only with respect to the conduct of your "garage operations". Your managers are also "insureds", but only with respect to their duties as your managers.
- d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
- e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing their duties related to the conduct of your "garage operations".

4. Coverage Extensions

The following applies as **Supplementary Payments**. We will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. 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.
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include

attorneys' fees or attorneys' expenses taxed against the "insured".

- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "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.

C. Exclusions

1. This insurance does not apply to any of the following:

a. Contractual

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

b. Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.

c. Defective Parts

Defective parts or materials.

d. Faulty Work

Faulty "work you performed".

2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".

- b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.

- c. Sound-receiving equipment designed for use as a citizens band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

- d. 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-measuring equipment.

3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government,

sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limits Of Insurance And Deductibles

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:

- a. Collision; or

- b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:

(1) Theft or mischief or vandalism; or

(2) All perils.

2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

- a. Theft or mischief or vandalism; or

- b. All perils.

3. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that part of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households who pay for services performed.

2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.

4. "Work you performed" includes:

- a. Work that someone performed on your behalf; and

- b. The providing of or failure to provide warnings or instructions.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 32

**COMMERCIAL AUTO
CA 99 16 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HIRED AUTOS SPECIFIED AS
COVERED AUTOS YOU OWN**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC**Endorsement Effective Date:****SCHEDULE****Description Of Auto:**

All autos hired for a period of 180 days or longer

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease.

B. Changes In Covered Autos Liability CoverageThe following is added to the **Who Is An Insured** provision:

While any covered "auto" described in the Schedule is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an "insured" but only for that covered "auto".

POLICY NUMBER: ISA H2515552A

1
Endorsement Number: 33**COMMERCIAL AUTO**
CA 20 01 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC
Endorsement Effective Date:

SCHEDULE

Insurance Company: ACE American Insurance Company	
Policy Number: ISA H2515552A	Effective Date: 01/01/2018
Expiration Date: 12/01/2018	
Named Insured: Icahn Automotive Group LLC	
Address: 3111 W. Allegheny Ave Philadelphia PA 19132	
Additional Insured (Lessor): Any Lessor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	
Address:	
Designation Or Description Of "Leased Autos": All autos leased by you	

Coverages	Limit Of Insurance
Covered Autos Liability	\$ 3,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Excluded Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Excluded Deductible For Each Covered "Leased Auto"

Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$Excluded Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 34

COMMERCIAL AUTO
CA 99 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS – BUSINESS AUTO AND
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In DefinitionsFor the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. 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
- b. 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".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

NEW MEXICO AMENDATORY ENDORSEMENT: UNINSURED/UNDERINSURED MOTORISTS

Named Insured Icahn Automotive Group LLC			Endorsement Number 35
Policy Symbol ISA	Policy Number H2515552A	Policy Period 01/01/2018 TO 12/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTOMOBILE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
GARAGE COVERAGE FORM**

It is hereby agreed and understood that the Uninsured Motorist and Underinsured Motorists limits and coverage, including coverage rejection, are amended in accordance with the insured's selections on ILU037 or ILU038.

Authorized Agent

POLICY NUMBER: ISA H2515552A

Endorsement Number: 36

COMMERCIAL AUTO
CA 01 75 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

Changes In Conditions

The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

2. Concealment, Misrepresentation Or Fraud

We will not pay for any "loss" or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:

- a. That are fraudulent;
- b. That are material either to the acceptance of the risk, or to the hazard assumed by us; and

- c. Where, if the true facts had been known to us as required either by the application for the policy or otherwise, we in good faith would either:

- (1) Not have issued the policy;
- (2) Not have issued the policy in as large an amount; or
- (3) Not have provided coverage with respect to the hazard resulting in the "loss".

POLICY NUMBER: ISA H2515552A

Endorsement Number: 37

**COMMERCIAL AUTO
CA 02 05 05 14**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES – NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The following is added to the **Cancellation** Common Policy Condition and supersedes any provision to the contrary:

Nonrenewal

1. If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 30 days before the expiration or anniversary date of this Policy.
2. We will mail or deliver our written notice to the first Named Insured's last address known to us.
3. We will not mail or deliver this written notice if:
 - a. You have requested or agreed to nonrenewal;

- b. This Policy is expressly designated as nonrenewable;
 - c. You have failed to pay a premium when due;
 - d. We have offered to issue a renewal policy;
 - e. You have insured elsewhere; or
 - f. You have specifically requested termination.
4. If notice is mailed, proof of mailing is sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 38

**COMMERCIAL AUTO
CA 01 43 05 17****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CALIFORNIA CHANGES**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

- A.** The following are added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form and supersede any provisions to the contrary:
- 1.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - b.** The other provides coverage to a person not engaged in that business; and
 - c.** At the time of an "accident", a person described in Paragraph **1.b.** is operating an "auto" owned by the business described in Paragraph **1.a.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph **1.a.** is excess over any coverage available to that person.
 - 2.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - b.** The other provides coverage to a person not engaged in that business; and
 - c.** At the time of an "accident", a person described in Paragraph **1.b.** is operating an "auto" owned by a person described in Paragraph **2.b.**, then the Coverage Form issued to the business described in Paragraph **2.a.** is primary and the liability coverage issued to a person described in Paragraph **2.b.** is excess over any coverage available to the business.
 - 3.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a "commercial vehicle" and:
 - a.** One provides coverage to a Named Insured, who in the course of business, rents or leases "commercial vehicles" without operators; and
 - b.** The other provides coverage to a person other than as described in Paragraph **3.a.**; and
 - c.** At the time of an "accident", a person who is not the Named Insured of the Policy described in Paragraph **3.a.**, and who is not the agent or "employee" of such Named Insured, is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph **3.a.**, then the liability coverage provided by the Coverage Form or policy described in Paragraph **3.b.** is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph **3.a.** is excess over any coverage available to that person.

4. Notwithstanding Paragraph **A.3.**, when this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a power unit and any connected "trailer" or "trailers" and:
- a. One provides coverage to a Named Insured engaged in the business of transporting property by "auto" for hire; and
 - b. The other provides coverage to a Named Insured not engaged in that business; and
 - c. At the time of an "accident", a power unit is being operated by a person insured under the Coverage Form or policy described in Paragraph **4.a.**, then that Coverage Form or policy is primary for both the power unit and any connected "trailer" or "trailers" and the Coverage Form or policy described in Paragraph **4.b.** is excess over any other coverage available to such power unit and attached "trailer" or "trailers".

B. As used in this endorsement:

"Commercial vehicle" means an "auto" subject to registration or identification under California law which is:

1. Used or maintained for the transportation of persons for hire, compensation or profit;
2. Designed, used or maintained primarily for the transportation of property; or
3. Leased for a period of six months or more.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 39

**COMMERCIAL AUTO
CA 01 13 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

COLORADO CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

Changes In Conditions

A. The last paragraph in the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the last paragraph in the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, the loss will be paid in accordance with the following method:

1. All applicable policies will pay on an equal basis until the policy with the lowest limit of insurance is exhausted.
2. If any loss remains and there:
 - a. Are two or more remaining policies whose applicable limits of insurance have not been exhausted, then such policies will continue to pay in accordance with Paragraph 1.; or
 - b. Is one remaining policy, then such policy will continue to pay until its limit of insurance has been exhausted.

B. The following condition is added:

If the "insured's" whereabouts for service of process cannot be determined through reasonable effort, the "insured" agrees to designate and irrevocably appoint us as the agent of the "insured" for service of process, pleadings or other filings in a civil action brought against the "insured" or to which the "insured" has been joined as a defendant or respondent in any Colorado court if the cause of action concerns an incident for which the "insured" can possibly claim coverage. Subsequent termination of the insurance policy does not affect the appointment for an incident that occurred when the policy was in effect. The "insured" agrees that any such civil action may be commenced against the "insured" by the service of process upon us as if personal service had been made directly on the "insured". We agree to forward all communications related to service of process to the last-known e-mail and mailing address of the policyholder in order to coordinate any payment of claims or defense of claims that are required.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 40

IL 01 25 11 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

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

- A.** The term "spouse" is replaced by the following:
Spouse or party to a civil union recognized under Colorado law.
- B.** Under the Commercial Automobile Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:
"Family member" means a person related to:
1. The individual Named Insured by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of such Named Insured's household, including a ward or foster child;
 2. The individual named in the Schedule by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individuals endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of your household, including a ward or foster child.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 41

**COMMERCIAL AUTO
CA 01 07 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CONNECTICUT CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. The following is added to **Who Is An Insured:**

If you are an individual, your "family member" is an "insured" while using any covered "auto" you own.

2. Coverage Extensions is amended as follows:

a. Paragraph a.(2) of **Supplementary Payments** is replaced by the following:

(2) Up to \$250 for the cost of bail bonds (including bonds for related traffic law violations). We do not have to furnish these bonds.

b. **Supplementary Payments** is amended by the addition of the following:

(7) We will pay all expenses incurred by an "insured" for first aid to others at the time of an "accident".

(8) At your request we will issue (or arrange for the issuance of) a bond to release attachments. The amount of the bond will not exceed the limit of liability stated in the policy.

3. The **Fellow Employee Exclusion is replaced by the following:**

Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, we will cover "bodily injury" caused by your "employee" to his fellow "employee".

4. The **Care, Custody Or Control Exclusion does not apply to "property damage" to a residence or private garage caused by a covered "auto" of the private passenger type.**

B. Changes In Conditions

Other Insurance is changed as follows:

a. If you are other than an "auto" dealer or repairer, Covered Autos Liability Coverage applies to and is primary for any temporary substitute for an "auto" you own if the substitute "auto" is operated by an "insured" and owned by an "auto" dealer or repairer.

b. If you are an "auto" dealer or repairer, Covered Autos Liability Coverage is excess for an "auto" you own if operated by a customer to whom you have loaned the "auto".

C. Changes In Auto Medical Payments Coverage

Exclusion **C.8.** does not apply.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 42

COMMERCIAL AUTO
CA 01 90 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – LIABILITY OF MUNICIPALITIES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO 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 Covered Autos Liability Coverage

The **Expected Or Intended Injury** Exclusion is changed by the addition of the following:

This exclusion does not apply to "bodily injury" or "property damage" caused by an "employee" while acting in the performance of his or her duties and within the scope of his or her employment, unless such "bodily injury" or "property damage" is the result of any willful or wanton act of such "employee" in the discharge of such duty.

B. Changes In Definitions

The definition of "accident" is replaced by the following:

"Accident" includes:

- a. Continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage"; and
- b. Incidents in which "bodily injury" or "property damage" is caused by an "employee" while acting in the performance of his or her employment, if the "bodily injury" or "property damage" was not the result of any willful or wanton act of such "employee" in the discharge of such duty.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 43

**COMMERCIAL AUTO
CA 21 57 03 16****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONNECTICUT UNINSURED AND UNDERINSURED
MOTORISTS COVERAGE**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance		
Uninsured Motorists Coverage:	\$ See DA40002	Each "Accident"
Underinsured Motorists Coverage:	\$ See DA40002	Each "Accident"
If indicated by an "X" in the box to the left or in the Declarations, Underinsured Motorists Conversion Coverage applies.		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. We will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle".

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. Punitive or exemplary damages.
7. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Or Underinsured Motorists Coverage shown in the Schedule or Declarations.

The coverage limit for Uninsured And Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

2. The Limit of Insurance shall be reduced by:
 - a. All sums paid or payable under any workers' compensation or similar law.
 - b. All sums paid to "insureds" because of "bodily injury" by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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

E. Changes In Conditions

The Conditions are changed for Connecticut Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary, secondary or excess basis.
- b. Subject to Paragraph 1.a. above, with respect to "bodily injury" to an "insured" while:
 - (1) "Occupying" a vehicle owned by that "insured", only the Uninsured/Underinsured Motorists Coverage applicable to that vehicle will apply, and no other policies or provisions of coverage will apply.
 - (2) "Occupying" a vehicle not owned by that "insured", or while not "occupying" any vehicle, the following priorities of recovery apply:

First	The Uninsured/Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second	Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as an individual Named Insured.
Third	Any Coverage Form or policy affording Uninsured/Underinsured Motorists Coverage to the "insured" as a "family member".

- c. With respect to the second and third priorities, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.

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

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

3. Legal Action Against Us is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within three years after the date of the "accident".
- c. Paragraph 3.b. above of this condition does not apply if, within three years after the date of the "accident", we and the "insured" agree to arbitration in accordance with the provisions of this Coverage Form.

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

Transfer Of Rights Of Recovery Against Others To Us

- a. With respect to damages caused by an "accident" with an "uninsured motor vehicle":
 - (1) If any person or organization has rights to recover damages from another, that person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.
 - (2) If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

- (3) If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

- b. With respect to damages caused by an "accident" with an "underinsured motor vehicle", the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle", or do not agree as to the amount of damages, then the matter may be arbitrated. Both parties must agree to arbitration. If the amount of damages the "insured" demands is \$40,000 or less, both parties will select a single arbitrator. Each party will pay the expenses it incurs and bear the expenses of the arbitrator equally. If the amount of damages the "insured" demands is more than \$40,000, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by the arbitrator(s) will be binding.

F. Underinsured Motorists Conversion Coverage

If the Schedule or Declarations indicates that Underinsured Motorists Conversion Coverage applies, the following provisions apply:

- 1. The definition of "underinsured motor vehicle" is replaced by the following:
 "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all payments received by or on behalf of the "insured", from or on behalf of anyone who is legally responsible, is less than the fair, just and reasonable damages of the "insured".
- 2. With respect to coverage provided under the above definition of "underinsured motor vehicle", Paragraph 2. of the **Limit Of Insurance** Provision does not apply.

G. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. To which no bodily injury liability bond or policy applies at the time of the "accident";
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
 - (1) Hit an "insured", a covered "auto" or a vehicle the "insured" is "occupying"; or
 - (2) Cause "bodily injury" to the "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of the evidence that the "bodily injury" resulted from the negligence of an unidentified motorist.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - b. Owned by a governmental unit or agency; or
 - c. Designed for use mainly off public roads while not on public roads.
4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all bodily injury liability bonds or policies applicable at the time of the "accident" is less than the Limit of Insurance of this coverage.

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

 - a. Owned or operated by a self-insurer under any applicable motor vehicle law;
 - b. Owned by a governmental unit or agency;
 - c. Designed for use mainly off public roads while not on public roads; or
 - d. For which an insuring or bonding company denies coverage or is or becomes insolvent.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 44

COMMERCIAL AUTO
CA 01 77 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

Changes In Covered Autos Liability Coverage

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

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

POLICY NUMBER: ISA H2515552A

Endorsement Number: 45

**COMMERCIAL AUTO
CA 02 55 11 14**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b.** 60, but not more than 120, days before the effective date of cancellation if we cancel for any other permissible reason.

5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.

If the first Named Insured cancels, the refund may be less than pro rata. If the first Named Insured cancels, we will refund the unearned premium only if one of the following has occurred:

- a.** The first Named Insured has other liability insurance in effect on the covered "auto" that provides at least the minimum limits required by the Delaware Insurance Code for liability and No-fault Coverage;

- b.** The covered "auto" is no longer owned by the first Named Insured;

- c.** The covered "auto" is no longer operable or capable of being repaired so as to become operable; or

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

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

B. The following condition is added:

Nonrenewal

- 1.** If we decide not to renew this Policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 60, but not more than 120, days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 46

**COMMERCIAL AUTO
CA 22 08 11 16****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DELAWARE PERSONAL INJURY PROTECTION
ENDORSEMENT**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

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

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

A. Coverage**1. Personal Injury Protection**

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

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

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

2. Damage To Property Other Than A Motor Vehicle

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

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Any person while "occupying" the "insured motor vehicle".

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

C. Exclusions**1. Personal Injury Protection**

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

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

- i. You or any "family member" while "occupying" or while a pedestrian arising out of the ownership, maintenance or use of any "motor vehicle" owned by or furnished or available for the regular use of you or any "family member" if such "motor vehicle" is not an "insured motor vehicle".

2. Damage To Property Other Than A Motor Vehicle

We will not pay benefits for:

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

D. Limit Of Insurance

1. Personal Injury Protection

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

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

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

2. Damage To Property Other Than A Motor Vehicle

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

E. Changes In Conditions

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

1. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt written notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "injured person's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "injured person" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "injured person's" own cost.
 - (2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical reports, copies of records and loss of earnings information or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- (6) As promptly as practical and in no event more than two years after expenses are incurred, give us written proof of claim, under oath if required.
- c. If an "injured person" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- d. If there is "loss" to an "insured motor vehicle" or its equipment, you must also do the following:
 - (1) Promptly notify the police if the "insured motor vehicle" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the "insured motor vehicle" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the "insured motor vehicle" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.
- e. In the event of loss to property other than a motor vehicle:
 - (1) The property shall be protected and any further loss due to failure to protect shall not be recoverable under this coverage; reasonable expenses incurred affording such protection shall be deemed incurred at our request; and
 - (2) Within 91 days after loss, sworn proof of loss in such form and including such information as we may reasonably require shall be filed with us and, upon our request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.

2. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by the addition of the following:

For damage to property other than a "motor vehicle", this coverage does not apply if there is other valid and collectible property coverage covering a loss which would otherwise be covered by this coverage unless the owner or operator of the "insured motor vehicle" would be legally liable for such damage under applicable principles of tort law. The question of whether such owner or operator would be legally liable shall be resolved by arbitration.

3. **Policy Period, Coverage Territory** is amended by the addition of the following:

For damage to property other than a "motor vehicle", we cover "accidents" and "losses" occurring during the policy period shown in the Declarations and in the State of Delaware.

The following conditions are added:

Coordination And Nonduplication

1. For Personal Injury Protection benefits, no "injured person" shall recover duplicate Personal Injury Protection payments for the same elements of loss under this or any other similar automobile coverage or for any benefits provided under any workers' compensation law.
2. For Personal Injury Protection benefits, this coverage is excess to any other similar automobile coverage available:
 - a. To an "injured person" as a result of "bodily injury" sustained while "occupying", or while a pedestrian arising out of the ownership, maintenance or use of any vehicle other than a "motor vehicle" with respect to which the security required under the Delaware Motorists Protection Act is in effect; or
 - b. To an "injured person", other than a resident of the State of Delaware, as a result of "bodily injury" sustained while "occupying" the "insured motor vehicle" if the "accident" occurs outside the State of Delaware.
3. Any automobile medical payments coverage and any uninsured motorists coverage provided under this Policy are excess over any benefits available, or which would be available but for the application of a deductible, under the coverage provided for Personal Injury Protection and for Damage To Property Other Than A Motor Vehicle.

Dental Or Surgical Procedures, Medical Expense And Loss Of Earnings

For Personal Injury Protection benefits, any expenses for dental or surgical procedures, medical expenses including related treatment and "loss of earnings", the necessity of which have been medically ascertained and verified in writing as being necessary by a qualified medical practitioner within two years from the date of the "accident", which are impossible or impractical to perform during that period, shall be treated as if incurred within two years from the date of the "accident". We shall have the option to pay such expenses either at the time such expenses are ascertained or at the time they are incurred. The amount of loss of earnings payable in connection with such dental or surgical procedures shall be limited to the period of time that is reasonably necessary to recover from such procedures but not to exceed 90 days.

Arbitration

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

Statutory Provision

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

F. Additional Definitions

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

a. Personal Injury Protection

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

b. Damage To Property Other Than A Motor Vehicle

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

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

"Injured person" means:

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

3. As used in this endorsement:

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

b. "Insured motor vehicle" means:

- (1) For Personal Injury Protection, a "motor vehicle" owned by you to which the bodily injury Covered Autos Liability Coverage of the Coverage Part applies and which is registered in the State of Delaware.
- (2) For Damage To Property Other Than A Motor Vehicle, a "motor vehicle" owned by you to which the property damage Covered Autos Liability Coverage of the Coverage Part applies and which is registered in the State of Delaware.
- c. "Occupying" means in, upon, getting in, on, out or off.
- d. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 47

**COMMERCIAL AUTO
CA 01 28 06 17**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Covered Autos Liability Coverage is changed as follows:

Paragraph (5) of **a. Supplementary Payments** under **Coverage Extensions** in the Auto Dealers, Business Auto and Motor Carrier Coverage Forms is replaced by the following:

We will pay for the "insured":

- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

B. Physical Damage Coverage is changed as follows:

1. No deductible applies under Specified Causes Of Loss or Comprehensive Coverage for "loss" to glass used in the windshield.
2. All other **Physical Damage Coverage** provisions will apply.

C. Paragraph 1. of Loss Conditions, Appraisal For Physical Damage Loss, is replaced by the following:

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. 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.

D. The General Conditions are amended as follows:

1. The following is added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms, and **Other Insurance – Primary And Excess Provisions** Condition in the Motor Carrier Coverage Form:

- a. When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" and:

- (1) One provides coverage to a lessor of "autos" for rent or lease; and
- (2) The other provides coverage to a person not described in Paragraph **D.1.a.(1)**;

then the Coverage Form or policy issued to the lessor described in Paragraph **D.1.a.(1)** is excess over any insurance available to a person described in **D.1.a.(2)** if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

2. The following condition is added to the Auto Dealers, Business Auto and Motor Carrier Coverage Forms:

Mediation

1. In any claim filed by an "insured" with us for:
 - a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

- b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or

- c. "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

2. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
3. The request must state:
 - a. Why mediation is being requested.
 - b. The issues in dispute, which are to be mediated.
4. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 48

**COMMERCIAL AUTO
CA 02 67 06 17**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Paragraph **A.2.b.** of the Common Policy Conditions, **Cancellation**, is replaced by the following:

b. 45 days before the effective date of cancellation if we cancel for any other reason.

B. Paragraphs **A.4.** and **A.5.** of the Common Policy Conditions, **Cancellation**, are replaced by the following:

4. Notice of cancellation will state the effective date of, and reason(s) for, the 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. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

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

C. The following is added to Paragraph **A.** of the Common Policy Conditions, **Cancellation**:

7. If this Policy provides Personal Injury Protection, Property Damage Liability Coverage or both and:

a. It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date of the Policy or renewal, except for one of the following reasons:

(1) The covered "auto" is completely destroyed such that it is no longer operable;

(2) Ownership of the covered "auto" is transferred; or

(3) The Named Insured has purchased another policy covering the motor vehicle insured under this Policy.

b. It is a new policy, we may not cancel it during the first 60 days immediately following the effective date of the Policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.

D. The following condition is added:

Nonrenewal

1. If we decide not to renew or continue this Policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.
3. Notice of nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 49

**COMMERCIAL AUTO
CA 22 10 06 17****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FLORIDA PERSONAL INJURY PROTECTION**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC
Endorsement Effective Date:

We agree with the "named insured", subject to all the provisions of this endorsement and to all of the provisions of the Policy except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of \$	
is applicable to <input type="checkbox"/> the following "named insured" only:	
<input type="checkbox"/> each "named insured" and each dependent "family member".	
<input type="checkbox"/> Work loss for "named insured" does not apply.	
<input type="checkbox"/> Work loss for "named insured" and dependent "family member" does not apply.	
Benefits	Limit Per Person
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-fault Law to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses

a. All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the "insured" receives initial services and care within 14 days after the "motor vehicle" "accident" that are:

- (1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
- (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- (3) Provided by a person or entity licensed to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-fault Law.

b. Upon referral by a licensed health care provider described in Paragraph **A.1.a.(1)**, **(2)** or **(3)**, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph **A.1.a.**, if provided, supervised, ordered or prescribed only by a licensed:

- (1) Physician, osteopathic physician, chiropractic physician or dentist; or
- (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist;

as authorized by the Florida Motor Vehicle No-fault Law.

Follow-up services and care may also be provided by:

- (3) A licensed hospital or ambulatory surgical center;

(4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;

(5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;

(6) A licensed physical therapist, based upon referral by a provider described in Paragraph **A.1.b.**; or

(7) A health care clinic licensed under the Florida Health Care Clinic Act:

(a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or

(b) Which:

- (i) Has a licensed medical director;
- (ii) Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
- (iii) Provides at least four of the following medical specialties:
 - i. General medicine;
 - ii. Radiography;
 - iii. Orthopedic medicine;
 - iv. Physical medicine;
 - v. Physical therapy;
 - vi. Physical rehabilitation;
 - vii. Prescribing or dispensing outpatient prescription medication; or
 - viii. Laboratory services;

as authorized by the Florida Motor Vehicle No-fault Law.

However, with respect to Paragraph **A.1.**, medical expenses do not include massage or acupuncture, regardless of the person, entity or licensee providing the massage or acupuncture;

2. Replacement Services Expenses

With respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

3. Work Loss

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

4. Death Benefits**B. Who Is An Insured**

1. The "named insured".
2. If the "named insured" is an individual, any "family member".
3. Any other person while "occupying" a covered "motor vehicle" with the "named insured's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle".

C. Exclusions

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

1. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle" owned by the "named insured" that is not a covered "motor vehicle";
2. Sustained by any person while operating the covered "motor vehicle" without the "named insured's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:
 - a. Causing "bodily injury" to himself or herself intentionally; or
 - b. While committing a felony;
4. To the "named insured" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
5. To any "pedestrian", other than the "named insured" or any "family member", not a legal resident of the state of Florida;

6. To any person, other than the "named insured", if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-fault Law;
7. To any person, other than the "named insured", or any "family member", who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this insurance or from the "owner's" insurer; or
8. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

D. Limit Of Insurance

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits, available under the Florida Motor Vehicle No-fault Law from all sources combined, including this Policy, for or on behalf of any one person who sustains "bodily injury" as the result of any one "accident", shall be:
 - a. \$10,000 for medical expenses, work loss and replacement services; and
 - b. \$5,000 for death benefits.
2. Subject to Paragraph **D.1.a.**, we will pay:
 - a. Up to \$10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the "insured" had an "emergency medical condition"; or
 - b. Up to \$2,500 for medical expenses, if any health care provider described in Paragraph **A.1.a.** or **A.1.b.** has determined that the "insured" did not have an "emergency medical condition".
3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.

4. If personal injury protection benefits, under the Florida Motor Vehicle No-fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this Policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each "insured" to whom the deductible applies. The deductible does not apply to the death benefit.
6. Any amount paid under this coverage for medical expenses may be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

E. Changes In Conditions

The **Conditions** are changed for **Personal Injury Protection** as follows:

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

Compliance with the following duties is a condition precedent to receiving benefits:

In the event of an "accident", the "named insured" must give us or our authorized representative prompt written notice of the "accident".

If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.

A person seeking personal injury protection benefits must, as soon as possible, give us written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send us any other information that will assist us in determining the amount due and payable.

A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

2. Legal Action Against Us is replaced by the following:

Legal Action Against Us

- a. No legal action may be brought against us until there has been full compliance with all terms of this Policy. In addition, no legal action may be brought against us:
 - (1) Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this endorsement; and
 - (2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and
 - (3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:
 - (a) Pay the overdue claim; or
 - (b) Agree to pay for future treatment not yet rendered;

in accordance with the requirements of the Florida Motor Vehicle No-fault Law.
- b. If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

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

Transfer Of Rights Of Recovery Against Others To Us

Unless prohibited by the Florida Motor Vehicle No-fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
- b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
- c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, if such injured person sustained the injury while "occupying", or while a "pedestrian" through being struck by, such commercial "motor vehicle". However, such insurer's right of reimbursement under this Paragraph c. does not apply to an "owner" or registrant of a "motor vehicle" used as a taxicab.

4. Concealment, Misrepresentation Or Fraud is replaced by the following:

Concealment, Misrepresentation Or Fraud

We do not provide coverage under this endorsement for an "insured" if that "insured" has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud voids all personal injury protection coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of the fraud are recoverable from that "insured".

5. Policy Period, Coverage Territory is replaced by the following:

Policy Period, Coverage Territory

The insurance under this section applies only to "accidents" which occur during the policy period:

- a. In the state of Florida;
- b. As respects the "named insured" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the "named insured", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

F. Additional Conditions

The following conditions are added:

1. Mediation

- a. In any claim filed by an "insured" with us for:
 - (1) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
 - (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
 - (3) "Loss" to a covered "auto" or its equipment, in any amount,

either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
 - (1) Why mediation is being requested.
 - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. Payment Of Benefits

Personal injury protection benefits payable under this Coverage Form, whether the full or partial amount, may be overdue if not paid within 30 days after we are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the "insured" in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, we will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

3. Modification Of Policy Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the Policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the Policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

4. Medical Reports And Examinations; Payment Of Claim Withheld

As soon as practicable, the person making the claim shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making a claim as a result of an injury sustained while committing a felony is charged with committing that felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

5. Provisional Premium

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this Policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "named insured" pursuant to the Florida Motor Vehicle No-fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "named insured" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

6. Special Provisions For Rented Or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying", or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

7. Insured's Right To Personal Injury Protection Information

- a. In a dispute between us and an "insured", or between us and an assignee of the "insured's" personal injury protection benefits, we will, upon request, notify such "insured" or assignee that the limits for Personal Injury Protection have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, we will, upon request, provide an "insured" with a copy of a log of personal injury protection benefits paid by us on behalf of the "insured". We will provide such information within 30 days of receipt of the request for the log from the "insured".

G. Additional Definitions

As used in this endorsement:

1. "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - a. Serious jeopardy to "insured's" health;
 - b. Serious impairment to bodily functions; or
 - c. Serious dysfunction of any bodily organ part.

2. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

- a. A mobile home;
 - b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority or a political subdivision of the state.
3. "Family member" means a person related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured".
 4. "Named insured" means the person or organization named in the Declarations of the Policy and, if an individual, shall include the spouse if a resident of the same household.
 5. "Occupying" means in or upon or entering into or alighting from.
 6. "Owner" means a person or organization who holds the legal title to a "motor vehicle" and also includes:
 - a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;

- b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.
7. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
 8. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
 - a. In accordance with generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician or other health care provider.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 50

COMMERCIAL AUTO
CA 01 09 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

GEORGIA CHANGES

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

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. Covered Autos Liability Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", Covered Autos Liability Coverage is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
3. The **Expected Or Intended Injury** Exclusion is replaced by the following:

Expected Or Intended Injury

This insurance does not apply to "bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

However, this exclusion does not apply for coverage up to the minimum limit specified by the Georgia Motor Vehicle Safety Responsibility Act.

B. Changes In Physical Damage Coverage

1. If Collision Coverage is provided, Collision Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", Collision Coverage is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
3. The "diminution in value" Exclusion does not apply.

C. Changes In Conditions

1. Paragraph **A.6.** of the **Cancellation** Common Policy Condition is replaced by the following:
 6. If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.
2. Paragraph **2.a.** of **Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:
 - a. In the event of "accident", claim, "suit" or "loss", we or our representative must receive 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.

The requirement for giving notice of a claim, if not satisfied by the "insured" within 30 days of the date of the "accident", may be satisfied by an injured third party who, as the result of such "accident", has a claim against the "insured". However, in this event, notice of a claim given by an injured third party must be mailed to us.

3. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

We will not pay for any "loss" or damage in any case of:

a. Concealment or misrepresentation of a material fact; or

b. Fraud;

committed by you or any other "insured", at any time, and relating to coverage under this policy.

4. The last sentence in the **Appraisal For Physical Damage Loss** Condition is replaced by the following:

We do not waive any of our rights under this policy by agreeing to an appraisal.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 51

IL 02 62 02 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph A.1. of the Cancellation Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

- a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
- b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice; or
- (2) The effective date of cancellation stated in the first Named Insured's notice to us.

B. Paragraph A.5. of the Cancellation Common Policy Condition is replaced by the following:

5. Premium Refund

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.
- c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If the first Named Insured cancels, the refund may be less than pro rata.
- e. The cancellation will be effective even if we have not made or offered a refund.

- C. The following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph D. or E. below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- c. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

- D. The following provisions apply to insurance covering residential real property only provided under the:

Capital Assets Program (Output Policy) Coverage Part;

Commercial Property Coverage Part;

Farm Coverage Part;

if the named insured is a natural person.

With respect to such insurance, the following is added to the **Cancellation** Common Policy Condition and supersedes any provisions to the contrary except as applicable as described in Paragraph E.:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first Named Insured at least 10 days before the date cancellation takes effect.

2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:

- a. Nonpayment of premium, whether payable to us or to our agent;
- b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
- c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
- d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first Named Insured at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any of the reasons listed in b., c. or d. above.

- E. With respect to a policy that is written to permit an audit, the following is added to the **Cancellation** Common Policy Condition:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.
2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 52

COMMERCIAL AUTO
CA 01 20 01 15**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ILLINOIS CHANGES**

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

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. Paragraph 1.b.(3) of the **Who Is An Insured** provision does not apply.
2. The **Limit Of Insurance** provision applies except that we will apply the Covered Autos Liability Coverage limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:
 - a. \$25,000 for "bodily injury" to any one person caused by any one "accident";
 - b. \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and
 - c. \$20,000 for "property damage" caused by any one "accident".

This provision will not change our total Limit of Insurance for Covered Autos Liability Coverage.

B. Changes In Physical Damage Coverage

Paragraph 3. of the **Limits Of Insurance** provision is replaced by the following:

3. We may deduct for betterment if:
 - a. The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
 - b. The deductions are for prior wear and tear, missing parts and rust damage that are reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

C. Changes In Conditions

The **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are changed by the addition of the following:

Covered Autos Liability Coverage provided by this Coverage Form for any "auto" you do not own is primary if:

1. The "auto" is owned or held for sale or lease by a new or used vehicle dealership;
2. The "auto" is operated by an "insured" with the permission of the dealership described in Paragraph 1. while your "auto" is being repaired or evaluated; and
3. The Limit of Insurance for Covered Autos Liability Coverage under this Policy is at least:
 - a. \$100,000 for "bodily injury" to any one person caused by any one "accident";
 - b. \$300,000 for "bodily injury" to two or more persons caused by any one "accident"; and
 - c. \$50,000 for "property damage" caused by any one "accident".

POLICY NUMBER: ISA H2515552A

Endorsement Number: 53

**COMMERCIAL AUTO
CA 02 70 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

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 mailing us advance written notice of cancellation.
2. When this policy is in effect 61 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons by mailing you written notice of cancellation, stating the reasons for cancellation.
 - a. Nonpayment of premium.
 - b. The policy was obtained through a material misrepresentation.
 - c. Any "insured" has violated any of the terms and conditions of the policy.
 - d. The risk originally accepted has measurably increased.
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured.
 - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the Illinois insurance laws.
3. If we cancel for nonpayment of premium, we will mail you at least 10 days' written notice.
4. If this policy is cancelled for other than nonpayment of premium and the policy is in effect:
 - a. 60 days or less, we will mail you at least 30 days' written notice.

- b. 61 days or more, we will mail you at least 60 days' written notice.

5. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. The effective date of cancellation stated in the notice shall become the end of the policy period.
7. Our notice of cancellation will state the reason for cancellation.
8. A copy of the notice will also be sent to your agent or broker and the loss payee.

B. The following is added and supersedes any provision to the contrary:

Nonrenewal

If we decide not to renew or continue this policy, we will mail you, your agent or broker and the loss payee written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 54

IL 01 62 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ILLINOIS 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 – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
 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, Employment-related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and

5. Coverage **C** – Mortgageholder's Liability under the Mortgageholders 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 the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense 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 and seek reimbursement for defense costs.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 55

**COMMERCIAL AUTO
CA 21 30 01 15****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ILLINOIS UNINSURED MOTORISTS COVERAGE**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$ See DA40002

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

- d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

We will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

- a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and
- b. \$50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

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

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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

E. Changes In Conditions

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

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

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

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

3. Legal Action Against Us is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. Transfer Of Rights Of Recovery Against Others To Us does not apply.

5. The following conditions are added:

Reimbursement And Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.

If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

(1) Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.

(2) Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply.

- d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:

- (1) \$75,000 for "bodily injury" to any one person/\$150,000 for "bodily injury" to two or more persons caused by any one "accident"; or

- (2) The Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 56

COMMERCIAL AUTO
CA 01 19 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

For a covered "auto" licensed in, or "auto dealer operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement or to any amendment to or replacement thereof, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

A. Except as provided in Paragraph **B.** of this endorsement, **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by adding the following and supersedes any provision to the contrary:

If there is other applicable insurance available under one or more policies or provisions of coverage, any insurance we provide for any covered "auto" owned by an "insured" is primary and shall first be exhausted.

B. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by adding the following:

1. When two Coverage Forms providing liability coverage apply to an "auto" and:

- a.** One provides coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos"; and

- b.** The other provides coverage to a person not engaged in that business; and

- c.** At the time of an "accident" a person described in **1.b.** is operating an "auto" owned by the business described in **1.a.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in **1.a.** is excess over any coverage available to that person.

2. When two Coverage Forms providing liability coverage apply to an "auto" and:

- a.** One provides coverage to a named insured engaged in the business of repairing, servicing, parking or storing "autos"; and

- b.** The other provides coverage to a person not engaged in that business; and

- c.** At the time of an "accident" an "insured" under the Coverage Form described in **2.a.** is operating an "auto" owned by a person described in **2.b.**, then the liability Coverage Form issued to the business described in **2.a.** is primary and the Coverage Form issued to a person described in **2.b.** is excess over any coverage available to the business.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 57

COMMERCIAL AUTO
CA 01 60 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

Changes In Conditions

The following is added to the **Legal Action Against Us** Condition:

However, a judgment creditor shall have a right to sue us to recover an execution on a judgment returned unsatisfied against an "insured" to the same extent that such "insured" could have enforced the "insured's" claim against us had the "insured" paid such judgment, but we will not be liable for damages that are in excess of the applicable limit of insurance.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 58

**COMMERCIAL AUTO
CA 01 25 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

KENTUCKY CHANGES

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

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos

The following is added to Paragraph **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **Section I – Covered Autos**:

If Collision Coverage is provided by the Coverage Form, any "auto" you do not own which is loaned to you as a temporary substitute for a covered "auto" you own that is out of use because of its breakdown, repair or servicing by a person, firm or corporation engaged in the business of selling, repairing and servicing "autos" is a covered "auto" for Collision Coverage.

B. Changes In Covered Autos Liability Coverage

The following Covered Autos Liability Coverage exclusions apply only to the extent that the limits of liability for such coverage exceed the limits of liability required by the Kentucky Motor Vehicle Reparations Act:

1. Expected Or Intended Injury;
2. Care, Custody Or Control; and
3. Pollution.

C. Changes In Physical Damage Coverage

No deductible applies under Comprehensive Coverage to "loss" to:

1. Glass used in the windshield, doors and windows; and
2. Glass, plastic or any other material used in lights required on an automobile by Chapter 189 of Kentucky Revised Statutes.

All other Physical Damage Coverage Provisions apply.

D. Changes In Conditions

1. The **Concealment, Misrepresentation Or Fraud** Condition is amended by the addition of the following:

However, once an "accident" has occurred while this Coverage Form is in effect, this condition does not apply to the Covered Autos Liability Coverage provided by this Coverage Form, except that we will provide Covered Autos Liability Coverage only up to the minimum limits of liability required by the Kentucky Motor Vehicle Reparations Act if you, or any other "insured", intentionally conceals or misrepresents a material fact, or commits fraud, in obtaining this policy.

2. The **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are changed by adding the following:

- a. For a temporary substitute for an "auto" you own which is out of use because of its breakdown, repair or servicing, if the substitute "auto" is operated by an "insured" and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing and servicing "autos", Covered Autos Liability and Collision Coverages provided by this form shall be primary in the event of an "accident" or "loss" caused by the negligence of the "insured".

- b. If you are engaged in the business of selling, repairing and servicing "autos", then for any "auto" you own, which is loaned to a customer, with or without consideration, as a temporary substitute for an "auto" owned by the customer which is out of use because of its breakdown, repair or servicing, Covered Autos Liability and Collision Coverages provided by this form shall be excess in the event of an "accident" or "loss" caused by the negligence of the customer.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 59

**COMMERCIAL AUTO
CA 22 16 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****KENTUCKY PERSONAL INJURY PROTECTION**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Coverage

The company will pay Personal Injury Protection benefits in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 39, incurred with respect to "bodily injury" sustained by an "insured" and caused by an "accident" arising out of the operation, maintenance or use of a "motor vehicle" as a vehicle. These Personal Injury Protection benefits consist of the following:

1. Medical Expense

Reasonable charges incurred for reasonably needed products, services and accommodations, including those for medical care, physical rehabilitation, rehabilitative occupational training, licensed ambulance services and other remedial treatment and care, any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing, and any healing arts professions of a type licensed by the Commonwealth of Kentucky, provided that medical expense shall not include that portion of a charge for a room in a hospital, clinic, convalescent or nursing home or any other institution engaged in providing nursing care and related services, in excess of a reasonable and customary charge for semiprivate accommodations, unless intensive care is medically required.

2. Work Loss

Loss of income from work the "insured" would probably have performed if he or she had not been injured, and expenses reasonably incurred by him or her in obtaining services in lieu of those he or she would have performed for income, reduced by any income from substitute work actually performed by him or her.

3. Replacement Services Loss

Expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed, not for income, but for the benefit of himself or his family if he had not been injured.

4. Survivor's Economic Loss

Loss after the "insured's" death of contributions of things of economic value to his "survivors", not including services they would have received from the "insured" had he not suffered the fatal injury, less expenses of the "survivors" avoided by reason of the eligible injured person's death.

5. Survivor's Replacement Services Loss

Expenses reasonably incurred by "survivors" after the "insured's" death in obtaining ordinary and necessary services in lieu of those the "insured" would have performed for their benefit had he not suffered the fatal injury, less expenses of the "survivors" avoided by reason of the "insured's" death and not subtracted in calculating survivor's economic loss.

6. Funeral Expense

Reasonable charges incurred for expenses in any way related to funeral, cremation or burial.

B. Who Is An Insured

1. The "named insured" or any "relative" who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by any "motor vehicle", provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured", unless personal injury protection coverage has subsequently been purchased for such person under this policy; or
2. Any other person who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by the "insured motor vehicle", provided that, if such person has rejected the limitation upon his tort right pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured".

C. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "relative", who has not rejected his tort limitation pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, while "occupying" or while a "pedestrian" through being struck by any "motor vehicle", other than the "insured motor vehicle", with respect to which the security required under Kentucky Revised Statutes Chapter 304, Subtitle 39, is in effect unless the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained.
2. Sustained by any person if such injury arises from his conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.
3. Sustained by any person arising from conduct in the course of loading or unloading any "motor vehicle" unless such conduct occurs while "occupying" such "motor vehicle".
4. With respect to any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself, his survivors are not entitled to any survivor's economic loss or survivor's replacement services loss benefits.
5. Sustained by any "pedestrian", other than the "named insured" or any "relative", outside the Commonwealth of Kentucky.
6. Sustained by any person, other than the "named insured" or any "relative", while "occupying" a "motor vehicle" which is regularly used in the course of the business of transporting persons or property and which is one of five or more "motor vehicles" under common ownership, or a "motor vehicle" owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations or public agencies, if the accident occurs outside the Commonwealth of Kentucky.

This exclusion does not apply to "bodily injury" sustained by any occupant of a bus if such occupant is a Kentucky resident, boarded the bus in Kentucky and the bus is registered in Kentucky with the security required under Kentucky Revised Statutes Chapter 304, Subtitle 39. However, this exception does not apply if the bus is owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations or public agencies.
7. Sustained by any person arising out of the use of any "motor vehicle" while located as a residence or premises.
8. 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.
9. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

10. Sustained by any person while "occupying" a motorcycle, unless the Declarations indicates a premium for Motorcycle Personal Injury Protection Coverage.
11. Sustained by any person other than the "named insured" or any "relative" which arises from the operation, maintenance or use of a "motor vehicle" without a good faith belief that he or she is legally entitled to do so.

D. Limit Of Insurance

1. Regardless of the number of persons insured, policies or approved plans of self-insurance applicable, premiums paid, claims made or "insured motor vehicles" to which this coverage applies, the company's liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed \$10,000 in the aggregate, and subject to such aggregate limit:
 - a. The maximum amount payable for work loss, replacement services loss, survivor's economic loss and survivor's replacement services loss shall not exceed \$200 per week in the aggregate prorated for any lesser period, provided that, if the "insured's" earnings or work is seasonal or irregular, the weekly limit shall be equitably adjusted or apportioned on an annual basis;
 - b. The maximum amount payable for funeral expense shall not exceed \$1,000.
2. Any amount payable by the company under the terms of this coverage shall be reduced by any applicable deductible set forth in the Declarations, but only with respect to "bodily injury" sustained by the "named insured" or any "relative", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", such deductible applicable to all of them shall not exceed such deductible amount and such amount shall be allocated equally among them. Provided further that a "named insured" or "relative" is entitled to receive under this coverage the difference between this deductible and a greater deductible applicable under another policy applying to personal injury protection coverage pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39.

3. In calculating loss or expense for which personal injury protection benefits are payable under this coverage, a reduction shall be made in the amount of:
 - a. All benefits or advantages a person receives or is entitled to receive from workmen's compensation, unless these benefits or advantages have not been received before personal injury protection benefits are overdue or the claim is paid.
 - b. Any income tax saving resulting from benefits or advantages received for loss of income under this coverage or from like benefits or advantages received under workmen's compensation which are not considered taxable income, provided that the maximum reduction may not exceed 15% of the loss of income and shall be in lesser amount if the claimant furnishes to the company reasonable proof of a lower value of the income tax advantage.

E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:
 - a. In the event of an "accident", written notice containing particulars sufficient to identify the "insured" and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of each "insured" to the company or any of its authorized agents as soon as practicable.
 - b. As soon as practicable, the "insured" or someone on his behalf shall give the company written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury" treatment and rehabilitation received and contemplated and such other information as may assist the company in determining the amount due and payable. The "insured" shall submit, when required by order of a court, to a physical or mental examination by a physician specified in the court order.

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

Transfer Of Rights Of Recovery Against Others To Us

Subject to the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

3. The **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

In the event an "insured" has other similar insurance, including approved self-insurance plans, available and applicable to the "accident", the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance.

4. The following conditions are added:

Excess Coverages

- a. Any amount payable under the uninsured motorists coverage shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured";
- b. Any automobile medical payments or expense coverages afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable but for the application of a deductible under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured".

Nonduplication Of Benefits

No "insured" shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved self-insurance plans.

Constitutionality Clause

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such statutes invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy, and the provisions of this endorsement shall be voidable or subject to amendment at the option of the company.

Notice To Policyholders

Acceptance of the coverage described in Kentucky Revised Statutes Chapter 304, Subtitle 39, places some limitations on your right to bring suit for "bodily injury". Kentucky Revised Statutes Section 304.39-060 provides in part that:

- (1) Any person who registers, operates, maintains or uses a "motor vehicle" on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintenance or use of such "motor vehicle" and use of the public roadways, be deemed to have accepted the provisions of this subtitle, and in particular those provisions which are contained in this section.
- (2)(a) Tort liability with respect to accidents occurring in this Commonwealth and arising from the ownership, maintenance or use of a "motor vehicle" is 'abolished' for damages because of "bodily injury", sickness or disease to the extent the basic reparation benefits provided in this subtitle are payable therefor, or that would be payable but for any deductible authorized by this subtitle, under any insurance policy or other method of security complying with the requirements of this subtitle, except to the extent noneconomic detriment qualifies under Subsection (2)(b) hereof.

- (b) In any action of tort brought against the owner, registrant, operator or occupant of a "motor vehicle" with respect to which security has been provided as required in this subtitle, or against any person or organization legally responsible for his or her acts or omissions, a plaintiff may recover damages in tort for pain, suffering, mental anguish and inconvenience because of "bodily injury", sickness or disease arising out of the ownership, maintenance, operation or use of such "motor vehicle" only in the event that the benefits which are payable for such injury as 'medical expense' or which would be payable but for any exclusion or deductible authorized by this subtitle exceed \$1,000, or the injury or disease consists in whole or in part of permanent disfigurement, a fracture to a bone, a compound, comminuted, displaced or compressed fracture, loss of a body member, permanent injury within reasonable medical probability, permanent loss of bodily function or death.

Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least \$1,000.

- (c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer or user of a "motor vehicle" within Subsection (1) of this section, nor for injury to the passenger of a motorcycle arising out of the maintenance or use of such motorcycle.
- (3) Any person may refuse to consent to the limitations of his or her tort rights and liabilities as contained in this section. Such rejection must be completed in writing or electronically in a form to be prescribed by the Department of Insurance and must have been executed and filed with the Department at a time prior to any "motor vehicle" accident for which such rejection is to apply.

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for "bodily injury".

F. Additional Definitions

As used in this endorsement:

1. "Named insured" means the person or organization named in the Declarations.
2. "Motor vehicle" means a vehicle as defined in Kentucky Revised Statutes Chapter 304, Subtitle 39.
3. "Insured motor vehicle" means a "motor vehicle" with respect to which:
 - a. The "bodily injury" Covered Autos Liability insurance of the policy applies and for which a specific premium is charged; and
 - b. The "named insured" is required to maintain security under the provisions of Kentucky Revised Statutes Chapter 304, Subtitle 39.
4. "Occupying" means in or upon, entering into or alighting from.
5. "Pedestrian" means a person who is not "occupying" a "motor vehicle" at the time the injury occurs.
6. "Relative" means the spouse and any person related to the "named insured" by blood, marriage or adoption, including a minor in the custody of the "named insured", spouse or such related person who is a resident of the same household as the "named insured", whether or not temporarily residing elsewhere, but does not include any such person who is a "named insured" under any other policy providing the security under Kentucky Revised Statutes Chapter 304, Subtitle 39.
7. "Survivor" means a person identified in Kentucky Revised Statutes Section 411.130 as one entitled to receive benefits by reason of the death of another person.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 60

COMMERCIAL AUTO
CA 01 03 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. The third paragraph of **A. Coverage** is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

2. The lead-in to Paragraph **1.b.** of the **Who Is An Insured** provision is replaced by the following:

Anyone else while using with your express or implied permission a covered "auto" you own, hire or borrow except:

3. Paragraph **1.b.(3)** of the **Who Is An Insured** provision is replaced by the following:

(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. However, such persons are "insureds" up to the financial responsibility limits required by Louisiana Motor Vehicle Safety Responsibility Law.

B. Changes In Physical Damage Coverage

1. Exclusion **B.4.c.** in the Business Auto Coverage Form and Exclusion **B.2.e.** in the Motor Carrier Coverage Form do not apply to equipment designed for use as a two-way mobile radio or telephone which operates above or below the citizens' band range of frequencies on frequencies assigned by the Federal Communications Commission.

2. Paragraph **C.1.b.** of the **Limit Of Insurance** provision does not apply to equipment designed for use as a two-way mobile radio or telephone which operates above or below the citizens' band range of frequencies on frequencies assigned by the Federal Communications Commission.

3. If Collision Coverage, Comprehensive Coverage or Specified Causes Of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then the following type of vehicle is also a covered "auto" for that coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

However, if Comprehensive Coverage and Specified Causes Of Loss Coverage are provided separately by this Coverage Form on at least one covered "auto", then any temporary substitute "auto", as described above, is a covered "auto" for Comprehensive Coverage.

C. Changes In Conditions**1. The Appraisal For Physical Damage Loss**

Condition is replaced by the following:

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 not be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

2. The lead-in to the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

3. The Legal Action Against Us Condition is replaced by the following:**Legal Action Against Us**

A person or organization may bring a "suit" against us including, but not limited to, a "suit" to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

4. The following is added to the Loss Payment – Physical Damage Coverages Condition:

Loss payment will be made within 30 days after receipt of satisfactory proof of "loss" from the "insured".

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

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, our right to recover is subordinate to an "insured's" right to be fully compensated.

6. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

However, such avoidance of coverage applies only to the extent that such acts or omissions are made with the intent to deceive at the time of application under this Coverage Form.

7. With respect to rental motor vehicles, the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

Payments from applicable coverage provided under liability coverage and/or physical damage coverage for rental motor vehicles will be made in the following order of priority:

- a. From a policy or coverage purchased by the operator from the owner of the rental motor vehicle;
- b. From a personal policy of liability and/or physical damage coverage insuring the operator of a rented motor vehicle; and

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.

D. Changes In Auto Medical Payments Coverage

If the Auto Medical Payments Coverage endorsement is attached, Paragraph A. is amended by the addition of the following:

However, if the "bodily injury" is diagnosed within one year of the "accident" and reported to us within three years of such "accident", we will not limit the time period in which we will pay reasonable expenses incurred for necessary medical and funeral services resulting from such "bodily injury".

E. Changes In Trailer Interchange Coverage

Paragraph **A.2.** of the **Coverage** provision in the Motor Carrier Coverage Form is replaced by the following:

2. We have the right and duty to defend any "insured" against a "suit" asking for such damages. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

F. Changes In Motor Carrier Endorsement

If the Motor Carrier Endorsement is attached, Paragraph **B.1.c.** of the **Trailer Interchange Coverage** provision is replaced by the following:

- c. We have the right and duty to defend any "insured" against a "suit" asking for such damages. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

G. Changes In Garagekeepers Coverage Endorsement

If the Garagekeepers Coverage endorsement is attached, Paragraph **B.2.** of the **Coverage** provision is replaced by the following:

2. We have the right and duty to defend any "insured" against a "suit" asking for such damages. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

H. Changes In Garagekeepers Coverage – Customers' Sound-receiving Equipment Endorsement

If the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, Paragraph **B.2.** of the **Coverage** provision is replaced by the following:

2. We have the right and duty to defend any "insured" against a "suit" asking for such damages. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 61

**COMMERCIAL AUTO
CA 01 34 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

MAINE CHANGES

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

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

Changes In Conditions

1. The lead-in to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

2. The following provision is added to the **General Conditions** and supersedes any provision to the contrary with respect to the payment of post-judgment interest:

Post-judgment Interest

We will pay interest accruing after a judgment is entered in accordance with Maine law. Our duty to pay interest ends when we pay, offer to pay or deposit in court that part of the judgment which does not exceed our Limit of Insurance.

This payment will not reduce the Limit of Insurance.

For the Business Auto and Motor Carrier Coverage Forms, this does not apply to Paragraph **A.2.a.(6)** of Section II – Covered Autos Liability Coverage and Paragraph **A.3.e.** of Section III – Trailer Interchange Coverage in the Motor Carrier Coverage Form.

If the Garagekeepers Coverage endorsement is attached, then this does not apply to Paragraph **B.4.(e)**.

If the Garagekeepers Coverage - Customers' Sound-receiving Equipment endorsement is attached, then this does not apply to Paragraph **D.5**.

If the Motor Carrier Endorsement is attached, then this does not apply to Paragraph **B.1.d.(5)**.

If the Trailer Interchange Coverage endorsement is attached, then this does not apply to Paragraph **A.3.e**.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 62

**COMMERCIAL AUTO
CA 21 74 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MAINE UNINSURED MOTORISTS COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$ See DA40002

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent. However, this exclusion does not apply:
 - a. If such settlement does not prejudice our right to recover payment; or
 - b. To a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 5. Punitive or exemplary damages.
- 6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

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

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Covered Autos Liability Coverage.

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

E. Changes In Conditions

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

- 1. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies to other collectible uninsured motorists insurance.

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

- a. Promptly notify the police if a hit-and-run driver is involved;
- b. Promptly send us copies of the legal papers if a "suit" is brought; and
- c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and
- b. We also have a right to recover the advance payment.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but that sum is less than the Limit of Insurance of this coverage;
 - c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

- (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
- (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying". We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or any similar coverage.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- b. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 63

**COMMERCIAL AUTO
CA 02 15 12 17**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CANCELLATION CHANGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The **Cancellation** Common Policy Condition is changed as follows:

1. Paragraph **2.** is replaced by the following:

a. When this Policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this Policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation, stating the reason for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.

b. When this Policy has been in effect for more than 45 days or is a renewal policy, we may cancel this Policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **(2)**, we may cancel only for one or more of the following reasons:

(a) When there exists material misrepresentation or fraud in connection with the application, policy or presentation of a claim.

(b) A change in the condition of the risk that results in an increase in the hazard insured against.

(c) A matter or issue related to the risk that constitutes a threat to public safety.

(d) If the Named Insured's driver's license or motor vehicle registration, or that of a driver insured under the Coverage Form, has been suspended or revoked during the policy period as a result of the "insured's" driving record.

If we cancel pursuant to Paragraph **b.(2)**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.

2. Paragraph 3. does not apply.
3. Paragraph 5. is replaced by the following:
If this Policy is cancelled, we will send the first Named Insured any premium refund due.

- a. The refund will be pro rata if:
- (1) We cancel; or
 - (2) The Policy is not a renewal policy, and the first Named Insured cancels upon receiving written notice that we recalculated the premium based on the discovery of a material risk factor during the first 45 days the Policy has been in effect.

- b. If the first Named Insured cancels, other than the cancellation described in Paragraph a.(2), the refund will be calculated as follows:

(1) Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

(2) Policies Written For More Than One Year

- (a) If the Policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.

- (b) If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

(3) Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

We will retain the minimum premium, except if the Policy is cancelled as of the inception date.

However, if this Policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the Policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

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

4. Paragraph 6. is replaced by the following:

We will send notice of cancellation to the first Named Insured by a "first-class mail tracking method" if:

- a. We cancel for nonpayment of premium; or
- b. This Policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this Policy:

- a. Is a renewal of a policy we issued; or
- b. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

- B. The following condition is added:

Nonrenewal

1. If we decide not to renew or continue this Policy, we will mail to the first Named Insured written notice at least 45 days before the end of the policy period.
2. We will mail our notice of nonrenewal to the first Named Insured's last mailing address known to us. We will send notice of nonrenewal to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the Policy will terminate on the renewal date for nonpayment of premium.

C. The following definition is added:

"First-class mail tracking method" means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including a certificate of mail and an electronic mail tracking system used by the United States Postal Service.

"First-class mail tracking method" does not include a certificate of bulk mailing.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 64

COMMERCIAL AUTO
CA 01 70 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

MARYLAND CHANGES

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

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. The **Fellow Employee** Exclusion is replaced by the following:

Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

2. The **Racing** Exclusion is replaced by the following:

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.

However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

B. Changes In Physical Damage Coverage

The "diminution in value" exclusion does not apply.

C. Changes In Conditions

1. The lead-in to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

2. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

We do not provide coverage for an "insured" who:

- a. Intentionally conceals or misrepresents a material fact; or
- b. Has made fraudulent statements or engaged in fraudulent conduct;

in connection with any "accident" or "loss" for which coverage is sought under this policy.

However, we will provide Covered Autos Liability Coverage to such "insured" for damages sustained by any person who has not:

- (1) Intentionally concealed or misrepresented a material fact; or
- (2) Made fraudulent statements or engaged in fraudulent conduct;

if such damages result from an "accident" which is otherwise covered under this policy.

3. Paragraph **a.** of the **Premium Audit** Condition is replaced by the following:

- 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 30 days from the date of the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 65

**COMMERCIAL AUTO
CA 22 19 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MARYLAND PERSONAL INJURY
PROTECTION ENDORSEMENT**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Personal Injury Protection Benefits	Total Aggregate Amount
Medical expense benefits, income continuation benefits and essential services benefits	<input type="checkbox"/> \$ Per "Insured"
<p>In consideration of a reduction in premium, the following Personal Injury Protection waiver option applies as indicated below or in the Declarations:</p> <p><input type="checkbox"/> If you are an individual, all Personal Injury Protection benefits provided under this endorsement are excluded for:</p> <ol style="list-style-type: none"> 1. You; 2. Any "family member" aged 16 or over; and 3. All drivers shown on the Coverage Form. <p><input checked="" type="checkbox"/> If you are other than an individual, all Personal Injury Protection benefits provided under this endorsement are excluded for:</p> <ol style="list-style-type: none"> 1. You; and 2. All drivers shown on the Coverage Form. 	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

We will pay Personal Injury Protection benefits for loss and expense incurred because of "bodily injury" sustained by an "insured" and caused by an "accident" involving an "auto" as follows:

1. Medical expense benefits to or on behalf of each "insured". All reasonable expenses arising from the "accident" and incurred within three years from the date of the "accident" for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital and professional nursing services and funeral services (including funeral, burial or cremation services).
2. Income continuation benefits to or on behalf of each "insured" who, at the time of the "accident", was an "income producer". Payment for 85% of the loss of gross income incurred within three years from the date of the "accident".
3. Essential services benefits to or on behalf of each "insured" who, at the time of the "accident", was not an "income producer". Reimbursement for necessary and reasonable payment made to others, not members of the "insured's" household, incurred within three years from the date of the "accident" for essential services ordinarily performed by the "insured" for care and maintenance of his or her family household.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Any other person while:
 - a. "Occupying" the covered "auto" as a guest or passenger;
 - b. Using the covered "auto" with your consent; or
 - c. A "pedestrian" through being struck by the covered "auto".

C. Exclusions

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

1. Any person who intentionally causes the "auto" "accident";
2. Any person while operating or voluntarily riding in an "auto" known by him or her to be stolen;
3. Any person while in the commission of a felony or fleeing or attempting to elude a police officer;

4. Any person arising out of the ownership, maintenance or use of a motorcycle, moped or motor scooter by such person;
5. Any person who is a pedestrian injured in an "accident" outside of Maryland and who is not a resident of Maryland;
6. You or any "family member" while "occupying" or struck by any "auto" owned by you or any "family member" that is not a covered "auto";
7. Any person while "occupying" an "auto" other than the covered "auto" under this Coverage Part or while a "pedestrian" struck by any "auto" other than the covered "auto" if such "auto" has the coverage required under § 19-505 of the Insurance Article of the Annotated Code of Maryland;
8. Any person while "occupying" an "auto" you own which is rented or borrowed from you for use as a "replacement vehicle" for a vehicle not in use if the vehicle not in use has the coverage required under § 19-505 of the Insurance Article of the Annotated Code of Maryland. This exclusion applies only if this Coverage Form is used with the Auto Dealers Coverage Form;
9. (If you are an individual), you, any "family members" aged 16 or over and all drivers shown on the Coverage Form, if the Schedule indicates that the Personal Injury Protection waiver has been selected; or
10. (If you are other than an individual), you and all drivers shown on the Coverage Form, if the Schedule indicates that the Personal Injury Protection waiver has been selected.

D. Limit Of Insurance

1. Regardless of the numbers of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits to or for any one "insured" as the result of any one "accident" is the total aggregate amount per "insured" shown in the Schedule.
2. Any amount paid under this coverage to or on behalf of an "insured" will be reduced by any amount paid to or on behalf of that "insured" under any workers' compensation law of any state or the federal government. However, this applies only to that amount for which the provider of the workers' compensation benefits has not been reimbursed.

E. Changes In Conditions

The **Conditions** are changed for Personal Injury Protection as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:

If an "insured" is injured, that "insured" or someone on his or her behalf must promptly give us, within a period not to exceed 12 months after the date of the "accident":

- a. Written proof of claim;
- b. Full particulars of the nature and extent of the injuries and treatment received and contemplated; and
- c. Such other information that will help us determine the amount due and payable.

If benefits for loss of wages or salary (or, in the case of a self-employed "insured", their equivalent) are claimed, the person presenting such claim shall authorize us to obtain details of all wage and salary payments (or their equivalent) paid to him or her by any employer or earned by him or her since the time of the "bodily injury" or during the year immediately preceding the date of the "accident".

In the event of the "insured's" death or incapacity, his or her legal representative shall, upon each request by us, execute authorization to enable us to obtain medical records and copies of records.

Proof of claim shall be made upon forms furnished by us, unless we have failed to furnish such forms within 15 days after receiving notice of claim. The person making claim shall submit to examination under oath if required, by any person named by us as often as reasonably required.

If a lapse occurs in the period of disability or medical treatment of an "insured" who has received benefits under this coverage and he or she subsequently claims a recurrence of the "bodily injury" for which the original claim was made, such "insured" or someone on his or her behalf shall be required to submit to us reasonable medical proof of such recurrence.

Payment of Personal Injury Protection benefits shall be made promptly and within 30 days after satisfactory proof of claim has been submitted to us.

2. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by the addition of the following:

With respect to you or any "family member" who sustains "bodily injury" while "occupying", or while a "pedestrian" through being struck by, an "auto" not insured as required under §§ 19-505 and 19-509 of the Insurance Article of the Annotated Code of Maryland:

- a. If there is no other available personal injury protection coverage, the benefits payable under this Coverage Part will be reduced by any medical or disability benefits coverage applicable to such "auto" and collectible from the insurer of such "auto".
- b. If there is other available personal injury protection coverage, the aggregate maximum amount payable for Personal Injury Protection benefits under this and all other policies shall not exceed the highest applicable limit of insurance for such coverage under any one of such policies, provided that such aggregate maximum amount will be reduced by any medical or disability benefits coverage applicable to such "auto" and collectible from the insurer of such "auto". This reduction shall not apply to benefits paid or payable under any uninsured motorists coverage or by the Maryland Unsatisfied Claim and Judgment Fund.

In addition, any automobile medical payments coverage provided under the Coverage Part is excess over any medical expense benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" to an "insured".

F. Additional Definitions

As used in this endorsement:

1. "Auto" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power.
2. "Bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, but the term "bodily injury" shall not include:
 - a. Bodily injury due to war, declared or not, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing; and

- b. Bodily injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material.
- 3. "Family member" means a person related to you by blood, marriage or adoption, who is a resident of the same household, and includes your unmarried and unemancipated children, while away from your household attending school or while in military service.
- 4. "Income" means wages, salary, tips, commissions, professional fees, and other earnings from business or farms owned individually or jointly or in partnership with others, and to the extent that any such earnings are paid or payable in property or services other than cash, income means the reasonable value of such property or services.
- 5. "Income producer" means a person who at the time of the "accident" was in an occupational status where he or she was earning or producing "income".
- 6. "Occupying" means in or upon or entering into or alighting from.
- 7. "Pedestrian" means any person not "occupying" an "auto", including an individual in, on, or alighting from any other vehicle operated by animal or muscular power, or on or alighting from an animal.
- 8. "Replacement vehicle" means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by your customer is not in use because of its breakdown, repair, servicing or damage.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 66

**COMMERCIAL AUTO
CA 21 13 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MARYLAND UNINSURED MOTORISTS COVERAGE**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$ See DA40002

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage", caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a.** The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or
 - b.** A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement by certified mail;

- (2) Have sent to the "insured" a written refusal to consent to acceptance of the settlement offer within 60 days after receipt of notification; and
- (3) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after the written refusal of the settlement offer.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us unless we:
 - a.** Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b.** Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a.** The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

- 1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 2. The direct or indirect benefit of any insurer of property.
- 3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
- 4. Property of an "insured" contained in or struck by any vehicle owned by that "insured" that is not a covered "auto".

- 5. The first \$250 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
- 6. Punitive or exemplary damages.
- 7. "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.

This exclusion applies to the extent that the Limit of Insurance exceeds the minimum limit required for Uninsured Motorists Coverage by the Transportation Article of the Annotated Code of Maryland.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one "accident" is the Limit Of Uninsured Motorists Coverage shown in the Schedule or Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or any Medical Payments Coverage endorsement.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law. However, this applies only to that amount for which the provider of the workers' compensation benefits has not been reimbursed.

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

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

For any covered "auto" the Named Insured owns, this Coverage Form provides primary insurance. However, when used with the Auto Dealers Coverage Form, this Coverage Form will be secondary over any other collectible insurance available to the Named Insured's customers while a covered "auto" the Named Insured owns is being used as a "replacement vehicle". For any covered "auto" the Named Insured does not own, the insurance provided by this Coverage Form is excess over any other collectible primary uninsured motorists coverage but only to the extent that the Limit of Insurance under this Coverage Form exceeds the limit of such other collectible primary uninsured motorists insurance.

If this Coverage Form and any other Coverage Form or policy providing similar insurance apply to the same "accident", the maximum Limit of Insurance under all Coverage Forms or policies shall be the highest applicable Limit of Insurance under any one Coverage Form or policy.

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.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly notify us if a "suit" is brought. We request that a copy of any legal papers served accompany the notice.

- c. A person seeking Uninsured Motorists Coverage must:

- (1) Promptly notify us in writing, by certified mail, of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle";
- (2) Allow us to send to the "insured", within 60 days after the receipt of notification, a written refusal to consent to acceptance of the settlement offer; and
- (3) Allow us to advance payment to that "insured", within 30 days after the written refusal to consent to acceptance of the settlement offer, in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement, by certified mail, between an "insured" and the insurer of an "uninsured motor vehicle"; and
- b. Fail to send the "insured" a written refusal to consent to acceptance of the settlement offer within 60 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement offer within 30 days after a written refusal to consent to acceptance of the settlement offer:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.
 3. "Property damage" means injury or destruction of:
 - a. A covered "auto";
 - b. Property contained in the covered "auto" and owned by the Named Insured or, if the Named Insured is an individual, any "family member"; or
 - c. Property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".
 4. "Replacement vehicle" means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by the Named Insured's customer is not in use because of its breakdown, repair, servicing or damage.
 5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability policy or other form of security accepted by the Motor Vehicle Administrator provides at least the amounts specified by the financial responsibility law of Maryland; and
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which:
 - (1) With respect to damages for "bodily injury" only, the sum of the limits of liability under all liability bonds or policies applicable at the time of the "accident" is equal to or greater than the limit specified by the financial responsibility law of Maryland, but the sum of the limits for bodily injury liability is either:
 - (a) Less than the limit of liability for this coverage; or
 - (b) Reduced by payment to other persons injured in the "accident" to an amount less than the limit of liability for this coverage.
 - (2) With respect to damages for "property damage" only, the sum of the limits of liability under all liability bonds or policies applicable at the time of the "accident" is equal to or greater than the limit specified by the financial responsibility law of Maryland, but that sum is less than the Limit of Insurance of this coverage.
 - c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.
- The vehicle must:
- (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" or "property damage" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".
- However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 67

MM 99 67 04 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

This Endorsement applies to risks not subject to the Massachusetts Compulsory Automobile Insurance Law

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

COVERAGE

The third paragraph is replaced by the following:

We have the right and duty to defend any “insured” against a “suit” asking for such damages or a “covered pollution cost or expense,” even if it is without merit. However, we have no duty to defend any “insured” against a “suit” seeking damages for “bodily injury” or “property damage” or a “covered pollution cost or expense” to which this insurance does not apply. We may investigate and settle any claim or “suit” as we consider appropriate. If an “insured” settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court’s permission, the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the “suit” or a release by the claimant.

B. Changes In Physical Damage Coverage

1. COVERAGE

Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is replaced by the following:

If you purchased Comprehensive Coverage for the damaged covered “auto,” we will pay for the following under Comprehensive Coverage:

- a. “Loss” caused by contact with a bird or animal;

- b. “Loss” caused by falling objects or missiles; and
- c. Glass breakage.

However, glass breakage, when involving other collision “loss,” shall be considered a “loss” under Collision Coverage.

2. DEDUCTIBLE is replaced by the following:

- 1. 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 on the Declarations.
- 2. Any deductible under Comprehensive or Specified Causes of Loss Coverage does not apply to glass breakage or to our obligation to pay for transportation expenses incurred following a theft of a covered auto of the private passenger type.
- 3. Regardless of anything to the contrary, any Comprehensive Coverage deductible shown on the Declarations does apply to loss caused by fire or lightning.

3. The following Condition is added to Physical Damage Coverage.

LOSS PAYEE

When the Declarations shows that a loss payee has secured interest in a covered “auto,” we will make payments under Physical Damage Coverage according to the legal interest of each party.

The loss payee’s right of payment will not be invalidated by your acts or neglect except that we will not pay if the “loss” to a covered “auto” is the result of conversion, embezzlement, or secretion by you or any household member. Also, we will not pay the loss payee if the “loss” to a covered “auto” is the result of arson, theft or any other means of disposal committed by you or at your direction.

When we pay any loss payee, we shall, to the extent of our payment, have the right to exercise any of the loss payee’s legal rights of recovery. If you do not file a proof of loss as provided in this policy, the loss payee must do so within 30 days after the “loss” becomes known to the loss payee.

In order for us to cancel the rights of any loss payee shown on the Declarations, a notice of cancellation must be sent to the loss payee as provided in this policy.

C. The Cancellation Common Policy Condition is replaced by the following:

You can cancel all or any part of the insurance at any time by giving us or your agent at least twenty days written notice.

We can cancel all or any part of the insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or auto registration has been under suspension or revocation during the policy period.

Any notice of cancellation will be sent to you at your last address shown on the Declarations at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice.

In order for us to cancel the rights of any loss payee shown in the policy, a notice of cancellation must also be sent to the loss payee in a similar manner.

Refunds of any premium will be sent to you as soon as possible. If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the insurance was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table and procedures which compensate us for our expenses in servicing your policy.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 68

MM 99 11 10 11

**THIS ENDORSEMENT CHANGES THE POLICY TO COMPLY
WITH MASSACHUSETTS LAW. PLEASE READ IT CAREFULLY.**

MASSACHUSETTS MANDATORY ENDORSEMENT

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

Condition A., Cancellation, is replaced by the following:

A. Cancellation

You can cancel all or any part of the insurance at any time by giving us or your agent at least 20 days written notice.

We can cancel all or any part of the insurance if:

1. You have not paid your premium on this policy.
2. We find that you were responsible for fraud or material misrepresentation when you applied for this policy or any extension or renewal of it.
3. Your driver's license or auto registration has been under suspension or revocation during the policy period.

If the driver's license or auto registration of anyone residing in your household who usually operates a covered "auto" has been under suspension or revocation during the policy period, we may suspend coverage for that person for all coverages under this policy except those coverages and limits required under Massachusetts law to register a motor vehicle.

We can cancel any coverage we are not required by Massachusetts law to sell you if we do so within the first 90 days of the policy period. Also, we can cancel in the same manner coverage limits which are higher than the limits we are required by law to sell you and any coverages designed to reduce the deductibles set by law.

Massachusetts law provides that your policy automatically terminates when:

1. You return the registration plates for a covered "auto" to the Registry of Motor Vehicles.
2. You purchase a new policy with another company covering a covered "auto" and you file a new Certificate of Insurance with the Registry of Motor Vehicles.
3. If you transfer title to a covered "auto" and you do not register another auto, this policy will terminate 30 days from the date of transfer of title.

However, if more than one covered "auto" is described on the Declarations, the termination of coverage applies only to the "auto" involved in one of the situations described above.

Any notice of cancellation will be sent to you at your last address shown on the Declarations at least 20 days prior to the effective date. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice.

In order to cancel the rights of any loss payee shown in the policy, a notice of cancellation must also be sent to the loss payee in a similar manner.

If we cancel the insurance provided under this policy for Massachusetts registered vehicles, the cancellation is not effective unless we send the required notice to the Massachusetts Registry of Motor Vehicles.

Refunds of any premium will be sent to you as soon as possible. If we cancel, the amount of your refund will be determined by a pro rata table based on the number of days the insurance was in effect. If the policy is cancelled by you or by law, you will get a refund which is less than proportional to the time involved. It will be based instead on a "short rate" table and procedures which compensate us for our expenses in servicing your policy.

If you think that we have cancelled the insurance for a covered auto illegally, you can appeal to the Board of Appeals on Motor Vehicle Liability Policies and Bonds. Your cancellation notice will explain how to appeal.

Condition C., Examination of Your Books and Records, is replaced by the following:

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to premium for this policy at any time during the policy period and up to three years afterward.

COMPULSORY BODILY INJURY TO OTHERS COVERAGE

A. Coverage

We will pay all sums an insured legally must pay as damages because of "bodily injury" caused by a covered "auto" in Massachusetts "accidents." The damages we will pay are the amounts the injured person is entitled to collect for "bodily injury" through a court judgment or settlement.

We have the right to defend any lawsuit brought against anyone covered under this coverage for damages which might be payable under this coverage. We also have a duty to defend any lawsuit, even if it is without merit. Our duty to defend ends, however, when we tender, or pay to any claimant, or to a court of competent jurisdiction, with

the court's permission, the maximum limits provided under this coverage. We may end our duty to defend at any time during the course of the lawsuit by tendering or paying the maximum limits provided under this coverage, without the need for a judgment or settlement of the lawsuit or a release by the claimant.

We have the right to settle any claim or lawsuit as we see fit. If any person covered under this policy settles a claim without our consent, we will not be bound by that settlement.

1. Who is an insured:

- a. You.
- b. Anyone else using a covered "auto" with your consent.

2. Coverage Extension

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the 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 or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments are included in and not in addition to any payment otherwise payable under any Coverage Extension agreement of the policy.

B. Exclusions

This insurance does not apply to:

1. "Bodily injury" to guest occupants of a covered "auto."
2. "Accidents" outside of Massachusetts or in places in Massachusetts where the public has no right of access.
3. "Bodily injury" to any "employee" of the insured if entitled to Massachusetts workers' compensation benefits.

C. Limits Of Insurance

The most we will pay for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is [REDACTED]. Subject to this [REDACTED] limit, the most we will pay for injuries to two or more people as the result of "bodily injury" to two or more people in any one "accident" is [REDACTED]. This is the most we will pay as the result of a single "accident" no matter how many covered autos or premiums are shown on the Declarations. The limits shown on the Declarations for this coverage are included in and not in addition to the limits shown for Liability Coverage on the Declarations.

D. Additional Conditions

1. The law provides a special protection for anyone entitled to damages under this coverage. We must pay their claims even if false statements were made when applying for this policy or the registration for a covered "auto." We must also pay even if you or the legally responsible person fails to cooperate with us after the "accident." We will, however, be entitled to reimbursement from the person who did not cooperate or who made false statements.
2. If a claim is covered by us and also by another company authorized to sell auto insurance in Massachusetts, we will pay only our proportionate share. If an insured is using a covered "auto" you do not own at the time of the "accident," the owner's auto insurance pays up to its limits before we pay. Then, we will pay up to the limits for Compulsory Bodily Injury to Others Insurance shown on the Declarations for any damages not covered by that insurance.

PERSONAL INJURY PROTECTION COVERAGE

The benefits under this coverage are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the "accident."

A. Coverage

We will pay the benefits described below to an insured injured or killed in an auto “accident.” Benefits are paid only for expenses or losses actually incurred within two years after the “accident.”

We will pay three kinds of benefits:

1. Medical Expenses

We will pay all reasonable expenses incurred as a result of the “accident” for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing and funeral expenses.

2. Lost Wages

If an injured person is out of work because of the “accident,” we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the “accident.” We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the “accident,” we will pay up to 75% of the amount he or she actually lost in earning power as a result of the “accident.” Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this insurance and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an “accident.” In that case, we will pay for lost wages resulting from any other illness or injury that person has within one year of our last payment. The exact amount of our payment under this paragraph will be determined by Massachusetts law.

3. Replacement Services

We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

B. Who Is An Insured

1. You and, if the form of your business under Item One of the Declarations is shown as an individual, anyone living in your household while:

- a. "occupying" a covered "auto;"
- b. "occupying" an auto which does not have Massachusetts Compulsory Auto Insurance; or
- c. a "pedestrian" struck by an auto which does not have Massachusetts Compulsory Auto Insurance.

2. Any other person while:

- a. "occupying" a covered "auto" with your consent;
- b. a pedestrian injured by a covered "auto" in Massachusetts or any Massachusetts resident who, while a pedestrian, is struck by a covered "auto" outside of Massachusetts.

C. Exclusions

This coverage does not apply to:

1. Anyone who, at the time of the "accident," was operating or "occupying" a motorcycle or any motor vehicle not subject to motor vehicle registration.
2. Anyone who contributed to his or her injury by operating an auto:
 - a. While under the influence of alcohol, marijuana, or a narcotic drug.
 - b. While committing a felony or seeking to avoid arrest by a police officer.
 - c. With the specific intent of causing injury to himself, herself or others.
3. Anyone who is entitled to workers' compensation benefits for the same injury.

D. Limit Of Insurance

For any one "accident," we will pay as many people as are injured, but the most we will pay for all benefits to any one person is [REDACTED]. This is the most we will pay as the result of a single "accident" no matter how many covered "autos" or premiums are shown on the Declarations. Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization, partnership or corporation to provide, pay for, or reimburse the cost of medical expenses ("health plan"). If so, we will pay up to [REDACTED] of medical expenses for any injured person. We will also pay medical expenses in excess of [REDACTED] for such injured person which will not be paid by a health plan. Medical expenses must be submitted to the health plan to determine what the health plan will pay before we pay benefits in excess of [REDACTED] under this coverage. We will not pay for medical expenses in

excess of [REDACTED] that the health plan would have paid had the injured person sought treatment in accordance with the requirements of the health plan. In any case, our total payment for medical expenses, lost wages and replacement services will not exceed [REDACTED].

E. Additional Conditions

The Conditions of the Policy are Changed for Personal Injury Protection Insurance by adding:

1. If the "accident" is in Massachusetts or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time - usually 30 days. If the "accident" is outside of Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.
2. If anyone is entitled to Personal Injury Protection benefits and also to benefits under any other insurance provided by this policy, we will pay from this insurance first.
3. We will not pay Personal Injury Protection benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a settlement or court judgment.
4. If anyone covered under this policy is also entitled to Personal Injury Protection benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most.

In that case, each insurer will pay only its proportionate share. We will not pay benefits under this insurance which duplicate payments made under the No-Fault coverage of any other auto policy.

5. We must be authorized to obtain medical reports and other records pertinent to the claim.
6. Within two years after an "accident," we may, at our option, pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone under this coverage who is unwilling or unable to pay such cost. Our payment will not exceed the cost of renewing or continuing such policy for a period of two years after the "accident." Also, our payment will not operate to reduce the benefits otherwise payable under this coverage.

F. Definitions

The following definitions are added for Personal Injury Protection Coverage:

1. "Occupying" means in, upon, getting in, on, out or off.

2. "Pedestrian" includes anyone incurring injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

UNINSURED MOTORISTS COVERAGE

A. Coverage

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the insured caused by an "accident." The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle."

The most we will pay for damages to or for anyone injured in the following situations is [REDACTED] for each person and [REDACTED] for each "accident" or the limits you purchased, whichever is less:

1. Anyone injured while using an "auto" without the consent of the owner.
2. Anyone injured while an "auto" is being operated in a prearranged or organized racing, speed or demolition contest or in practice or preparation for any such contest.

This coverage does not apply to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation or similar law.

1. Who is an Insured

- a. You, while "occupying" a covered "auto," while "occupying" an "auto" you do not own, or if injured as a pedestrian.
- b. If the form of your business under Item One of the Declarations is shown as an individual, any "household member," while "occupying" a covered "auto," while "occupying" an "auto" not owned by you, or if injured as a "pedestrian."

If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any

"household member" who has a Massachusetts auto policy of his or her own or who is covered by any Massachusetts auto policy of another "household member" providing uninsured auto insurance with higher limits.

- c. Anyone else while “occupying” a covered “auto.” We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another “household member” providing uninsured auto insurance.
- d. Anyone else for damages he or she is entitled to recover because of injury to a person under this coverage.

If you are injured while “occupying” a covered “auto” and you have two or more “autos” insured with us with different limits, we will only pay up to the limits shown on the Declarations for the “auto” you are “occupying” when injured.

If you are injured as a “pedestrian” or while “occupying” an “auto” you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you if struck by, or while “occupying” an “auto” you own and which does not have Massachusetts compulsory auto insurance.

Likewise, we will not pay damages to or for any “household member” if struck by, or while “occupying” an “auto” owned by that “household member” which does not have Massachusetts compulsory auto insurance.

B. Limits Of Insurance

1. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one “accident” is shown on the Declarations as the “each person” limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one “accident” is shown on the Declarations as the “each accident” limit. This is the most we will pay as the result of a single “accident.”
2. The limits of two or more “autos” or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this insurance, regardless of the number of “autos” involved, persons covered, claims made, or premiums shown on the Declarations.
3. We will not make payments under this coverage which duplicate payments under the Uninsured Motorists Coverage of any other auto policy.
4. We will reduce the damages an injured person is entitled to recover by:
 - a. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damage for bodily injury.

- b. The amount paid under a workers' compensation law or similar law.

We will pay the balance of the damages up to the limits shown for this coverage on the Declarations.

C. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

- 1. Other Insurance is deleted.
- 2. Two or More Coverage Forms or Policies Issued By Us is deleted.

D. Additional Conditions

The following conditions are added for Uninsured Motorists Coverage:

- 1. Arbitration

If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

- 2. Settlement or Judgment

If an insured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

E. Definitions

The following definitions are added for Uninsured Motorists Coverage:

- 1. "Household member" means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
- 2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

- a. To which no "bodily injury" liability policy or bond applies at the time of the "accident," or
- b. To which a "bodily injury" liability policy or bond applies at the time of the "accident," but the insuring or bonding company denies coverage or becomes insolvent.
- c. Which is a hit-and-run vehicle and neither the operator nor owner can be identified.

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

- a. Owned by a governmental unit or someone who is legally self-insured.
- b. Owned or regularly used by you.
- c. Designed for use mainly off public roads while not on public roads.
- d. Operated on rails or crawler treads.
- e. While located for use as a residence or premises.

LIABILITY COVERAGE

A. Coverage

The third paragraph is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense," even if it is without merit. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. If an "insured" settles a claim without our consent, we will not be bound by that settlement. Our duty to defend ends when we tender, or pay to any claimant or to a court of competent jurisdiction, with the court's permission, the maximum amount of the Liability Coverage Limit of Insurance. We may end our duty to defend at any time during the course of the "suit" by tendering, or paying the maximum amount of the Liability Coverage Limit of Insurance, without the need for a judgment or settlement of the "suit" or a release by the claimant.

B. Exclusions

The Pollution Exclusion is changed by the following:

Paragraph a.(1)(2) only applies to damages payable for "bodily injury" or "property damage" that exceed the limits of insurance we are required to sell you under Massachusetts law. Those limits are \$35,000 each person and \$80,000 each "accident" for "bodily injury" and \$5,000 each "accident" for "property damage." This change, however, does not apply to liability assumed under a contract or agreement.

C. Limit Of Insurance

The Limit of Insurance is changed by adding the following:

If the limits of insurance for any vehicle or coverage are shown separately for "bodily injury" and "property damage," the following applies:

Regardless of the number of covered "autos," insureds, premiums paid, claims made or vehicles involved in the "accident," our limit of liability is as follows:

1. The most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries to one or more persons as a result of "bodily injury" to any one person in any one "accident" is the limit of Bodily Injury Liability shown on the Declarations for "each person."
2. Subject to the limit for "each person," the most we will pay for the total of all damages and "covered pollution cost or expense" combined for injuries resulting from "bodily injury" for two or more people caused by any one "accident" is the limit of Bodily Injury Liability shown on the Declarations for "each accident."
3. The most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from "property damage" caused by any one "accident" is the limit of Property Damage Liability shown on the Declarations.

PHYSICAL DAMAGE COVERAGE

A. Coverage

Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is replaced by the following:

If you purchased Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

- a. "Loss" caused by contact with a bird or animal;
- b. "Loss" caused by falling objects or missiles; and
- c. Glass breakage.

However, glass breakage, when involving other collision "loss," shall be considered a "loss" under Collision Coverage.

B. Exclusions

Exclusion 4.c. of the Business Auto Coverage Form and Exclusion 2.e. of the Motor Carrier Coverage Form are replaced by the following:

Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals. This exclusion does not apply to electronic equipment designed solely for:

- 1. the reproduction of sound,
- 2. vehicle recovery and anti-theft device systems, or
- 3. safety warning systems.

C. Limit Of Insurance

Limit of Insurance is changed by adding the following:

If the repair of a damaged part will impair the operational safety of the covered "auto," we will replace the part.

D. Deductible

Deductible is replaced by the following:

- 1. 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 on the Declarations.
- 2. Any deductible under Comprehensive or Specified Causes of Loss Coverage does not apply to glass breakage or to our obligation to pay for transportation expenses incurred following a theft of a covered auto of the private passenger type.

3. Regardless of anything to the contrary, any Comprehensive Coverage deductible shown on the Declarations does apply to loss caused by fire or lightning.

E. Additional Conditions

The following Conditions are added for Physical Damage Coverage:

1. Claims Handling

You must allow us to have the "auto" appraised after a collision or loss. If we have a direct payment plan approved by the Commissioner of Insurance, we will pay you in accordance with the appraisal and allow you to select a repair shop of your choice. If you choose not to have the covered "auto" repaired, or if we do not receive your Repair Certification Form, or, when requested, you do not make your "auto" available for reinspection within a reasonable period of time following repair, our payments automatically reduce the actual cash value of the covered "auto" if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased.

If you choose not to accept payment under our direct payment plan or we do not have such a plan, and you have the covered "auto" repaired in accordance with the appraisal, you must send us a Completed Work Claim Form. We must pay you within seven days after receiving the form. If we fail to pay you within seven days after receipt of the Completed Work Claim Form, you have the right to sue us. If a court decides that we were unreasonable in refusing to pay you on time, you are entitled to double the amount of damage, plus costs and reasonable attorneys' fees. If you request us to, we will pay the repair shop directly; however, the repair shop must certify that it meets certain requirements. If you choose not to have the covered "auto" repaired, or if we do not receive your Completed Work Claim Form, we will determine the amount of decrease in the actual cash value of the covered "auto" and pay you that amount less your deductible. Our payment automatically reduces the actual cash value of the covered "auto" if you have further claims. If you later give us proof of proper repair, the actual cash value will be increased. We have a right to inspect all repairs.

2. Total Loss

If we pay for the total "loss" of a covered "auto:"

- a. We will suspend Collision or Limited Collision coverage for the damaged covered "auto" until the covered "auto" passes a Motor Vehicle Safety Inspection Test.
- b. We may suspend coverage for a fire or theft "loss" under Comprehensive or Specified Causes of Loss Coverage for any replacement "auto" unless it is made reasonably available for our inspection within two Registry of Motor Vehicle business days following the day you acquired it.

- c. We have the right, if we so choose, to take title to the “auto.” We also have the right, if we so choose, to take any damaged part for which we pay.

3. Sales Tax

If we pay for a loss to a covered “auto” under Physical Damage Coverage, we will also pay, subject to your deductible, all sales taxes applicable to the loss of an auto.

4. Loss Payee

When the Declarations shows that a loss payee has a secured interest in a covered “auto,” we will make payments under Physical Damage Coverage according to the legal interest of each party.

The loss payee’s right of payment will not be invalidated by your acts or neglect except that we will not pay if the “loss” to a covered “auto” is the result of conversion, embezzlement, or secretion by you or any household member. Also, we will not pay the loss payee if the “loss” to a covered “auto” is the result of arson, theft, or any other means of disposal committed by you or at your direction.

When we pay any loss payee we shall, to the extent of our payment, have the right to exercise any of the loss payee’s legal rights of recovery. If you do not file a proof of loss as provided in this policy, the loss payee must do so within 30 days after the “loss” becomes known to the loss payee.

In order for us to cancel the rights of any loss payee shown on the Declarations, a notice of cancellation must be sent to the loss payee as provided in this policy.

5. Pre-Insurance Inspection

Massachusetts law requires that we inspect certain motor vehicles before providing Physical Damage Coverage. In some cases, we may defer the required inspection of the covered “auto” for ten calendar days (not including legal holidays/and Sundays) following the effective date of coverage. If you do not have the covered “auto” inspected within the time allowed, coverage for that “auto” will be automatically suspended. Your premium will be adjusted if the suspension lasts for more than ten days.

6. Actual Cash Value

Whenever the appraised cost of repair of an auto plus the probable salvage value of the auto may be reasonably expected to exceed the actual cash value of the auto, we shall determine the auto’s actual cash value. Our determination shall be based on a consideration of all of the following factors:

- 1.) the retail book value for an auto of like kind and quality, but for the damage incurred;
- 2.) the price paid for the auto plus the value of prior improvements to the auto at the time of the accident, less appropriate depreciation;
- 3.) the decrease in value of the auto resulting from prior unrelated damage which is detected by the appraiser; and
- 4.) the actual cost of purchase of an available auto of like kind and quality but for the damage sustained.

BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss is changed as follows:

1. Paragraph a. is changed by adding after (3) the following:

We may have to pay for "property damage" under Liability Coverage even if you or the legally responsible person fails to give us prompt notice of the accident. In that case, we may be entitled to reimbursement from that person.

2. Paragraph b.(4) is replaced by the following:

(4) Authorize us to obtain medical reports and other records pertinent to the claim.

3. Paragraph c. is replaced by the following:

c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen. You must also report a fire loss to the fire department. The notice to the police or fire department must be on the form required by law.
- (2) Do whatever is reasonable to protect the covered "auto" from further damage or "loss." We will pay for any reasonable expenses incurred in doing this.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

4. Paragraph d. is added as follows:

- d. We may also require you and any person seeking payment under any coverage provided by this policy to submit to an examination under oath at a place designated by us, within a reasonable time after we are notified of the claim.

B. Legal Action Against Us is replaced by the following:

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Liability Coverage, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization, other than an insured, has any right under this policy to bring us into any action to determine the liability of the insured.

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

Sometimes we may make a payment under this policy to you or to someone else who has a separate legal right to recover damages from others. In that case, those legal rights may be exercised by us. Anyone receiving payment under those circumstances must do nothing to interfere with those rights. He or she must also do whatever is necessary to help us recover for ourselves up to the amount we have paid. If we then recover more than we paid, we will pay that person the excess, less his or her proportionate share of the recovery, including reasonable attorneys' fees.

Any amount recovered because of a payment we make under Uninsured Motorists Coverage or Underinsured Motorists Coverage of this policy, shall first be applied to any unpaid damages due that person. Such unpaid damages must be a part of a claim settled with our consent or a part of a judgment resulting from a lawsuit brought with our written consent. Any balance then remaining shall be applied to the amounts we have paid under Uninsured Motorists Coverage or Underinsured Motorists Coverage. We will reduce the amount we will pay that person by his or her proportionate share of the costs of recovery including reasonable attorneys' fees.

Sometimes you or someone else may recover money from the person legally responsible for an "accident" and also receive money from us for the same "accident." If so, the amount we paid must be repaid to us to the extent that you or someone else recovers.

If you or someone else recover money from the person legally responsible for the accident and also receive money from us for the same accident as a payment under Uninsured Motorists Coverage or Underinsured Motorists Coverage of this policy, we must be repaid for any amounts so paid, but only to the extent that such recovery exceeds any unpaid damages due that person under a claim settled with our consent or judgment resulting from a lawsuit brought with our written consent.

Whenever we are entitled to repayment from anyone, the amount owed us can be reduced by our proportionate share of the costs of recovering the money, including reasonable attorneys' fees.

D. Concealment, Misrepresentation Or Fraud is replaced by the following:

Except with respect to the coverages you are required to purchase in order to register your auto in Massachusetts, we may refuse to pay claims if any oral or written misrepresentation or warranty made in the negotiation of this policy by you, or on your behalf, was made with an actual intent to deceive or if the matter misrepresented or warranted increased the risk of loss.

E. Premium - Changes

All premiums for this policy and any renewal or extension thereof shall be computed in accordance with the applicable rules, rates, rating plans, premiums and minimum premiums for the coverage afforded.

If a change requires a premium adjustment, we will adjust the premium as of the effective date of change.

F. Renewal

If we decide not to renew this policy or any of its coverages, we must mail our notice to your agent or to you at your last address shown on the Declarations at least 45 days before your policy runs out. A notice sent by regular mail, for which a certificate of mailing receipt has been obtained from the United States Postal Service, will be considered sufficient notice. If we require a renewal application, and you fail to complete and return it to us within the specified time, we then have the right to cancel the renewal policy.

DEFINITIONS

The Definition of "property damage" is changed as follows:

"Property damage" means damage to tangible property including any applicable sales tax and the costs resulting from loss of use of the damaged property.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 69

COMMERCIAL AUTO
CA 01 10 09 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

MICHIGAN CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. For a covered "auto" subject to the Michigan no-fault law, **Covered Autos Liability Coverage** does not apply to "property damage" to a motor vehicle caused by an "accident" "occurring" in Michigan.
2. Paragraph **2.b.(4)** of the **Who Is An Insured** Provision in the Auto Dealers Coverage Form is replaced by the following:
 - (4) Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

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

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

However, this exclusion does not apply for coverage up to the minimum limit specified by the Michigan Financial Responsibility Act.

4. The **Racing** Exclusion is replaced by the following:

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.

However, this exclusion does not apply for coverage up to the minimum limit specified by the Michigan Financial Responsibility Act.

B. Changes In Physical Damage Coverage

Any **Physical Damage Coverage** and any **Rental Reimbursement Coverage** provided by the Policy do not apply to the extent that Property Protection Coverage benefits are available as required by Michigan law.

C. Changes In Conditions

1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form are amended to:

- a. Revise Paragraph a. to allow you, or anyone on your behalf, to provide the notice necessary to satisfy this condition.

- b. Add the following paragraph:

Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

2. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

We do not provide coverage in any case of fraud by you at any time as it relates to this Coverage Form. We also do not provide coverage if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 70

IL 02 86 04 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is amended as follows:

1. Paragraph 1. is replaced by the following:

The first Named Insured shown in the Declarations may cancel this Policy by giving us or our authorized agent notice of cancellation.

2. Paragraph 3. is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph 5. is replaced by the following:

If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following condition is added and supersedes any other provision to the contrary:

Nonrenewal

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing shall be sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 71

**COMMERCIAL AUTO
CA 22 20 08 17****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MICHIGAN PERSONAL INJURY PROTECTION**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Coverage	Limit Of Insurance
Medical Expenses	No specific dollar amount
Funeral Expenses	Up to [REDACTED] per person
Work Loss	Up to [REDACTED] * for any 30-day period
Replacement Services	[REDACTED] per day maximum
Survivors Loss Benefits Consisting Of Income Loss Benefits And Replacement Services	Up to [REDACTED] * for any 30-day period subject to a [REDACTED] per day maximum for replacement services
* Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents occurring on or after the date of the change in maximum.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

We will pay Personal Injury Protection benefits to or for an "insured" who sustains "bodily injury" caused by an "accident" and resulting from the ownership, maintenance or use of an "auto" as an "auto". These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

1. Medical Expenses

Reasonable and necessary medical expenses for an "insured's" care, recovery or rehabilitation. Charges for a hospital room are limited to those customary for a semiprivate room, unless special or intensive care is required.

2. Funeral Expenses

Reasonable funeral and burial expenses.

3. Work Loss

Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30-day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30-day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the three years after the accident. It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

4. Replacement Services

Reasonable expenses for obtaining services to replace those an "insured" would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the three years after the accident. It does not apply after an "insured" dies.

5. Survivors loss benefits consisting of:**a. Income Loss**

The contributions a deceased "insured's" spouse and dependents would have received, as dependents, if the "insured" had not died as a result of the "accident".

b. Replacement Services

Reasonable expenses for obtaining services to replace those a deceased "insured" would have performed without pay for his or her spouse and dependents.

The most we will pay in any 30-day period for the total of survivors loss benefits is the amount shown in the Schedule unless another amount is established by law. Any income an "insured" earns during the 30-day period is included in determining the income benefits we will pay. These benefits are payable during the three years after the "accident" but do not apply to any loss or expense incurred after an "insured" dies. We will prorate these benefits for any period of less than 30 days.

Survivors loss benefits are payable during the three years after the "accident". A deceased "insured's" spouse must have either resided with or been dependent on the "insured" at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the "insured's" death, the person is under age 18, physically or mentally unable to earn a living or a full-time student.

B. Who Is An Insured

1. You or any "family member".
2. Anyone else who sustains "bodily injury":
 - a. While "occupying" a covered "auto";
 - b. As the result of an "accident" involving any other "auto" operated by you or a "family member" if that "auto" is a covered "auto" under the Policy's Covered Autos Liability Coverage; or
 - c. While not "occupying" any "auto" as a result of an "accident" involving a covered "auto".

C. Exclusions

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

1. To anyone causing intentional "bodily injury" to himself, herself or anyone else.
2. To anyone willingly operating or willingly using an "auto" he or she has taken unlawfully, and that person knew or should have known that the "auto" was taken unlawfully.
3. To anyone not "occupying" an "auto", if the "accident" takes place outside Michigan. This exclusion does not apply to you or any "family member".
4. To you while "occupying" or struck by any "auto" owned or registered by you which is not a covered "auto".
5. To the owner or registrant of an "auto" for which the coverage required by the Michigan no-fault law is not in effect.

6. To anyone entitled to Michigan no-fault benefits as a Named Insured under another policy. This exclusion does not apply to you or anyone "occupying" a motorcycle.
7. To anyone entitled to Michigan no-fault benefits as a "family member" under another policy. This exclusion does not apply to you or any "family member" or anyone "occupying" a motorcycle.
8. To anyone while "occupying" or struck by an "auto" (other than a covered "auto") operated by you or a "family member" if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any "family member".
9. To anyone while "occupying" an "auto" located for use as a residence or premises.
10. To anyone while "occupying" a public "auto" (other than a covered "auto") for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to "bodily injury" to you or a "family member" while a passenger in a:
 - a. School bus;
 - b. Certified common carrier;
 - c. Bus operated under a government sponsored transportation program;
 - d. Bus operated by or servicing a nonprofit organization;
 - e. Bus operated by a watercraft, bicycle or horse livery used only to transport passengers to or from a destination point;
 - f. Taxicab; or
 - g. Transportation network company vehicle.
11. To you or any "family member" while "occupying" an "auto" which is owned or registered by your or any "family member's" employer and for which the required Michigan no-fault coverage is in effect.
12. To anyone while "occupying" an "auto" for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or a "family member" outside Michigan. This exclusion does not apply to you or a "family member", nor does it apply under medical or funeral expense benefits.
13. To any person resulting from the ownership, operation, maintenance or use of a parked "auto". This exclusion does not apply if:
 - a. The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury"; or
 - b. The "bodily injury" results from physical contact with:
 - (1) Equipment permanently mounted on the "auto" while the equipment is being used; or
 - (2) Property being lifted onto or lowered from the "auto"; or
 - c. The "bodily injury" is sustained while "occupying" the "auto".

However, Exceptions **b.** and **c.** to this exclusion do not apply to any "employee" who has Michigan workers' disability compensation benefits available and who sustains "bodily injury" in the course of employment while loading, unloading or doing mechanical work on an "auto", unless the injury arises from the use or operation of another vehicle.
14. To you or any "family member" while "occupying" a motorcycle if the owner, registrant or operator of the "auto" involved in the "accident" has the required Michigan no-fault coverage.
15. Arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, vehicles involved in the "accident" or insurers providing no-fault benefits, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" are the amounts shown in the Schedule.
2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:
 - a. The benefits serve the same purpose as personal injury protection benefits; and

- b. The benefits are provided or required to be provided as the result of the same "accident" for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be provided are not available to the "insured".

- 3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any "family member".

E. Changes In Conditions

The **Conditions** are changed for Personal Injury Protection as follows:

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

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an uninsured motorist, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

- 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:

If requested by us, the "insured" shall furnish a sworn statement of earnings since the "accident" and for a reasonable time prior to the "accident".

- 3. **Legal Action Against Us** is amended by the addition of the following:

No claimant may bring a legal action for Personal Injury Protection benefits against us more than a year after the "accident". There are two exceptions. The action may be brought if we have been given notice within a year after the "accident" or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent allowable expense, work loss or survivor's loss has been incurred. However, the claimant may not recover benefits for any part of a loss incurred more than a year before the action was brought.

- 4. The following conditions are added:

Reimbursement And Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

Coordination And Nonduplication

- a. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the Policy providing the highest dollar limit.
- b. No person may recover duplicate benefits for the same expenses or loss.

Premium Recomputation

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the Policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable, we will have the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the court's decision, we will compute any refund of premium on a pro rata basis.

F. Additional Definitions

As used in this endorsement:

- 1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code. This definition replaces the definition in the Policy.
- 2. "Family member" means a person related to you by blood, marriage or adoption, who is a resident of your household, including a ward or foster child.
- 3. "Occupying" means in, upon, getting in, on, out or off.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 72

**COMMERCIAL AUTO
CA 22 24 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MICHIGAN PROPERTY PROTECTION COVERAGE**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Coverage

We will pay for "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" as an "auto". A covered "auto" under this coverage includes an "auto" operated by, but not owned by, you or any "family member" to which the Covered Autos Liability Coverage of the policy applies. This coverage is subject to Chapter 31 of the Michigan Insurance Code and applies only to an "accident" which happens in Michigan.

B. Exclusions

This insurance does not apply to:

1. "Property damage" to property owned by you or any "family member" if you or any "family member" was the owner, operator or registrant of an "auto" involved in the "accident" which caused the "property damage".
2. "Property damage" to any covered "auto" or its contents.
3. "Property damage" to any "auto" which is not a covered "auto" or to its contents. However, this exclusion does not apply to the "auto" or its contents if the "auto" was parked in such a way as not to cause unreasonable risk of the "property damage".
4. "Property damage" to the property of anyone while using a covered "auto" without "your" consent, unless that person reasonably believed he or she was entitled to use the "auto".
5. "Property damage" caused intentionally by any claimant.
6. "Property damage" to any property while a covered "auto" is located for use as a residence or premises.
7. "Property damage" to property as a result of an "accident" involving an "auto" not owned by you or any "family member". This exclusion applies only to the extent that the security required by the Michigan no-fault law has been provided by or for the owner.
8. "Property damage" to any property you accept for transportation as a 'motor carrier' as that term is defined in Chapter 475 of the Michigan Compiled Laws. However, this exclusion applies only to the extent that the property is covered, or would be covered except for a deductible, by a certificate of insurance or other security you have on file with any regulatory authority.
9. "Property damage" to property that occurs within the course of the business of repairing, servicing or otherwise maintaining motor vehicles.
10. "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.

C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made, vehicles involved in the "accident" or insurers providing property protection insurance, the most we will pay for all "property damage" resulting from any one "accident" is [REDACTED]. However, the amount we pay will be limited to the lesser of reasonable repair costs or replacement costs minus depreciation and the value of any loss of use.
2. Any amount we would otherwise pay for "property damage" will be reduced by any deductible shown in the Declarations prior to the application of our Limit of Insurance. To settle any claim, we will pay all or any part of the deductible shown. If this happens, you must reimburse us for the deductible or the part of the deductible we have paid.

D. Changes In Conditions

The Conditions are changed for Property Protection Coverage as follows:

1. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.
2. **Legal Action Against Us** is amended by the addition of the following:
No action to recover property protection insurance may be brought against us more than a year after the "accident".

3. The following conditions are added:

Reimbursement And Trust

If we make any payment to a claimant who recovers from a party legally responsible for "property damage", the claimant shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

Nonduplication

We will not pay duplicate benefits for the same expenses or loss.

Claimants Notice To Us

A claimant must promptly notify us of an "accident" and must tell us how, when and where the "accident" happened.

E. Additional Definitions

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code.
2. "Family member" means a person related to you by blood, marriage or adoption, who is a resident of your household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Property damage" means damage to tangible property including the loss of use of such tangible property.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 73

COMMERCIAL AUTO
CA 01 38 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MINNESOTA CHANGES**

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

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

- A.** The Common Policy Conditions are amended as follows:

The **Examination Of Your Books And Records** Condition applies except that the time we have to examine your records after the policy period is changed from three years to one year.

- B.** The third paragraph of **A. Coverage** in **Section II – Covered Autos Liability Coverage** is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We will settle or defend, as we consider appropriate, any claim or "suit" asking for damages which are payable under the terms of this Coverage Form.

- C.** Paragraph **A.2.a. Coverage Extensions** of **Section II – Covered Autos Liability Coverage** is amended by the addition of the following:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- D.** Paragraph **C. Limit Of Insurance** in **Section II – Covered Autos Liability Coverage** is revised by the addition of the following:

We will apply the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations to provide separate limits required by law for bodily injury liability and property damage liability. However, this provision will not change our total Limit of Insurance.

- E.** Paragraph **A.2. of Section III – Trailer Interchange Coverage** in the Motor Carrier Coverage Form is replaced by the following:

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We will settle or defend, as we consider appropriate, any claim or "suit" asking for damages which are payable under the terms of this Coverage Form.

- F.** Paragraph **A.3. Coverage Extensions** of **Section III – Trailer Interchange Coverage** in the Motor Carrier Coverage Form is revised by the addition of the following:

- f. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- G.** The **Conditions** are amended as follows:

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", and the disputed amount is:

- a. [REDACTED] or less, both parties must submit to appraisal; or
b. More than [REDACTED] either party may demand an appraisal of the "loss".

In the event of an appraisal, 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 still retain our right to deny the claim.

2. The lead-in wording of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

The following duties apply:

3. **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

- a. Our rights under this condition with respect to all coverages other than Covered Autos Liability Coverage do not apply against a person who is 21 years of age or older who:

- (1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or
- (2) Sold, bartered, furnished or gave to, or purchased alcoholic beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age;

and that intoxicated person caused the injury, "loss" or damage for which payment was made under this policy.

- b. Our rights are subject to any applicable limitations contained in the Minnesota statutes.

- c. With respect to Physical Damage, if you have received less than all of your deductible amount after a subrogation settlement or judgment, you will retain your right to recover the remaining portion of the deductible from parties liable for the "loss".

- d. Our rights do not apply against any person or organization insured under this or any other Coverage Form we issue with respect to the same "accident" or "loss".

4. Paragraph **B.1. Bankruptcy** is replaced by the following:

1. Bankruptcy

Bankruptcy, insolvency or dissolution of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

5. The **Concealment, Misrepresentation Or Fraud** Condition is amended as follows:

- a. With respect to Covered Autos Liability Coverage, the **Concealment, Misrepresentation Or Fraud Condition** does not apply.

- b. With respect to other than Covered Autos Liability Coverage, the **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

We will not pay for any "loss" or damage in any case of fraud by you at any time as it relates to this Coverage Form. We will not pay for any "loss" or damage if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- (1) This Coverage Form;
- (2) The covered "auto";
- (3) Your interest in the covered "auto"; or
- (4) A claim under this Coverage Form.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 74

COMMERCIAL AUTO
CA 02 18 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MINNESOTA CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. If you are an individual and this policy covers fewer than five "autos" of the private passenger type not rated on a fleet basis; or this policy is a plan of reparation security insuring fewer than five "autos" rated on a commercial or fleet basis, the **Cancellation** Common Policy Condition does not apply. The following conditions apply instead:

1. Cancellation

- a.** The first Named Insured may cancel the policy by mailing or delivering to us advance written notice of cancellation.

b. Policies In Effect Less Than 60 Days

When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering written notice of cancellation to the first Named Insured:

- (1) So as to be received at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) At least 30 days before the effective date of cancellation if we cancel for any other reason.

The notice of cancellation will state the reasons for cancellation. Information regarding moving traffic violations or motor vehicle accidents must be specifically requested on the application in order for us to cancel within the first 59 days of coverage for those incidents.

c. Policies In Effect 60 Days Or More

When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) This policy was obtained through a material misrepresentation;
- (3) Any "insured" made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim;
- (4) You failed to disclose fully your "auto" accidents and moving traffic violations for the preceding 36 months if called for in the written application for this policy;
- (5) You failed to disclose in the written application any requested information necessary for the acceptance or proper rating of the risk;
- (6) You knowingly failed to give any required notice of loss or notice of lawsuit commenced against you, or when requested, refused to cooperate in the investigation of a claim or defense of a lawsuit;

(7) You or any driver who either lives with you or customarily uses a covered "auto":

- (a) Has had his or her driver's license suspended or revoked within the 36 months prior to the notice of cancellation because of a moving traffic violation or a refusal to be tested for being under the influence of alcohol;
- (b) Is or becomes subject to epilepsy or heart attacks and does not produce a physician's certificate stating that he or she can operate an "auto" safely;
- (c) Has an "accident" or conviction record, physical or mental condition, any one or all of which are such that his or her operation of an "auto" might endanger the public safety;
- (d) Has been convicted, or forfeited bail, during the 24 months immediately preceding the notice of cancellation for criminal negligence in the use or operation of an "auto", or assault arising out of the use of an "auto" or operating an "auto" while in an intoxicated condition or while under the influence of drugs; or leaving the scene of an "accident" without stopping to report; or making false statements in an application for a driver's license, or theft or unlawful taking of an "auto";
- (e) Has been convicted of, or forfeited bail for, one or more violations within the 18 months before the notice of cancellation, of any law, ordinance, or regulation which justify a revocation of a driver's license;

However, Subparagraphs (a) through (e) above do not apply with respect to any driver who either lives with you or customarily uses a covered "auto" if that driver is identified as a named insured in another coverage form or policy as an insured.

(8) A covered "auto" is:

- (a) So mechanically defective that its operation might endanger public safety; or
- (b) Used in carrying passengers for hire or compensation. This does not include car pools; or

(c) Used in the business of transporting flammables or explosives; or

(d) An authorized emergency vehicle; or

(e) Subject to an inspection law and has not been inspected or if inspected has failed to qualify within the period specified under such inspection law; or

(f) Substantially changed in type or condition during the policy period, increasing the risk substantially, or so as to give clear evidence of a use other than the original use.

(9) We replace this policy with another one providing similar coverages and the same rates and limits for the covered "auto". The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

If we cancel for any reason described in Paragraphs c.(1) through (9) above, we will give written notice of cancellation to the first Named Insured at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason described in Paragraphs c.(2) through c.(9).

The effective date of cancellation stated in the notice shall become the effective date of cancellation.

d. If this policy is cancelled, we will send the first Named Insured any premium refund due. Cancellation will be on a pro rata basis if the unearned premium is for a period of more than one month. If you request cancellation and the unearned premium is for a period of one month or less, the refund may be less than pro rata.

If we cancel, cancellation will not become effective unless the premium refund due is returned to you with the notice of cancellation or is delivered or mailed to you so as to be received by you not later than the effective date of cancellation.

If you cancel, any premium refund due will be refunded within 30 days following our receipt of the request for cancellation.

e. Proof of mailing of any notice shall be sufficient proof of notice.

2. Nonrenewal

- a. If we decide not to renew or continue this policy we will give the first Named Insured written notice of our intent not to renew at least 60 days before the end of the policy period. Such notice will be mailed or delivered to the first Named Insured at the last mailing address known to us. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.
- c. Proof of mailing of any notice shall be sufficient proof of notice.

B. For all other policies not described in Paragraph **A.** above, the **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

1. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy, subject to the provisions of **c.** below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

c. Policies In Effect Less Than 90 Days

If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

d. Policies In Effect 90 Days Or More

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
- (3) An act or omission by you that substantially increases or changes the risk insured;
- (4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
- (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- (6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;
- (7) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or
- (8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

If we cancel for any reason described in Paragraphs **d.(1)** through **(8)** above, we will give notice at least:

- (1)** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or
 - (2)** 60 days before the effective date, if we cancel for any other reason described in Paragraphs **d.(2)** through **(8)** above. The notice of cancellation will state the reason for cancellation.
- e.** 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.

- f.** Proof of mailing of any notice shall be sufficient proof of notice.

2. Nonrenewal

If we decide not to renew or continue this policy, we will give the first Named Insured and any agent notice of our intent not to renew, at least 60 days before the expiration date. Such notice will be mailed or delivered to the first Named Insured and any agent at their last mailing addresses known to us.

We need not mail or deliver this notice if you have:

- a.** Insured elsewhere;
- b.** Accepted replacement coverage; or
- c.** Agreed not to renew this policy.

Proof of mailing of any notice shall be sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 75

**COMMERCIAL AUTO
CA 22 25 01 17****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MINNESOTA PERSONAL INJURY PROTECTION**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

In consideration of an increase in premium, the following Personal Injury Protection Coverage option applies as indicated below or in the Declarations:

☐ The Named Insured elects to add together two or more Personal Injury Protection Coverages. (Refer to Paragraph 3. of the Limit Of Insurance Provision.)

In consideration of a reduction in premium, exclusion of work loss applies as indicated below or in the Declarations:

☐ Work loss will not be provided for the Named Insured age 65 or older, or age 60 or older, if retired and receiving a pension.

☐ Work loss will not be provided for the Named Insured and any "family member" age 65 or older, or age 60 or older, if retired and receiving a pension.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

The company will pay, in accordance with the Minnesota No-fault Automobile Insurance Act, Personal Injury Protection benefits incurred with respect to "bodily injury" sustained by an "insured" caused by an "accident" arising out of the maintenance or use of a "motor vehicle" as a vehicle, or through being struck by a motorcycle. These Personal Injury Protection benefits consist of the following:

1. Medical Expenses

Means all reasonable expenses incurred for necessary:

- a. Medical, surgical, x-ray, optical, dental, chiropractic and rehabilitative services, including prosthetic devices;
- b. Prescription drugs as provided under MINN. STAT. § 65B.44, Subd. 2;
- c. Ambulance and all other transportation expenses incurred in traveling to receive other covered medical expense benefits;
- d. Sign interpreting and language translation services, other than such services provided by a member of the "insured's" family, related to the receipt of medical expenses provided under Paragraph **A.1.** of this provision; and
- e. Hospital, extended care and nursing services, including necessary remedial treatment and services recognized and permitted under the laws of Minnesota for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious belief; however, it does not include expenses in excess of those for a semiprivate room, unless more intensive care is medically required.

2. Work Loss

Means:

- a. 85% of loss of gross income resulting from the "insured's" inability to work on a regular basis including the costs incurred by an "insured" who is self-employed in hiring substitute "employees" to perform tasks which are necessary to maintain his or her income, which he or she normally performs himself or herself, and which he or she cannot perform because of his or her injury; or

- b. Lost unemployment benefits in an amount equal to the unemployment benefits otherwise payable, if the "insured":

- (1) Is unemployed at the time of the injury and is receiving or is eligible to receive unemployment benefits; and
- (2) Loses eligibility for unemployment benefits because of his or her inability to work caused by injury;

reduced by any income from work actually performed by the "insured", or by any income he or she would have earned in available appropriate substitute work which he or she was capable of performing but unreasonably failed to undertake.

3. Essential Services Expenses

Expenses reasonably incurred during a period commencing eight days after the date of the accident and during the "insured's" lifetime, in obtaining usual and necessary substitute services in lieu of those that, had he or she not been injured, he or she would have performed not for income but for the direct benefit of himself or herself or his or her household; if the non-fatally injured "insured" normally, as a full-time responsibility, provides care and maintenance of a home, with or without children, the benefit is the reasonable value of such care and maintenance.

4. Funeral Expenses

Reasonable expenses for professional funeral and burial services, including expense for cremation, or delivery under the Minnesota Uniform Anatomical Gift Act.

5. Survivors' Loss

Means:

- a. "Loss", in the event of the death of an "insured" occurring within one year from the date of the "accident", of contributions of money or tangible things of economic value, not including services, that his or her surviving dependents would have received from him or her for their support during their dependency had he or she not suffered the fatal "bodily injury"; and

- b. Expenses reasonably incurred by surviving dependents after the death of an "insured" in obtaining ordinary and necessary substitute services in lieu of those he or she would have performed for their benefit had he or she not suffered the fatal "bodily injury", minus expenses of the surviving dependents avoided by reason of such death,

provided that the dependency of the surviving spouse shall be terminated in the event such surviving spouse remarries or dies, and the dependency of a child who is not physically or mentally incapacitated from earning shall be terminated in the event he or she attains majority, marries or becomes otherwise emancipated, or dies.

B. Who Is An Insured

1. The Named Insured or any "family member" who sustains "bodily injury" while "occupying" a "motor vehicle", or while a pedestrian as a result of an "accident" involving any "motor vehicle" or motorcycle.
2. Any other person who sustains "bodily injury" while "occupying" the "insured motor vehicle", or while a pedestrian as a result of an "accident" involving the "insured motor vehicle".
3. Any other person who sustains "bodily injury" while "occupying" a "motor vehicle" not owned by, but operated by the Named Insured or "family member", other than a public or livery conveyance, if the "bodily injury" results from the operation of the "motor vehicle" by the Named Insured or "family member". As used in this provision, public or livery conveyance includes, but is not limited to, any period of time a "motor vehicle" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "motor vehicle".

C. Exclusions

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

1. Sustained by any "family member" if such "family member" is entitled to Personal Injury Protection Coverage as a self-insured or as a Named Insured under the terms of any other Coverage Form or policy with respect to such coverage.
2. Sustained by any person, other than the Named Insured or "family member", if such person is entitled to Personal Injury Protection Coverage as a self-insured or as a Named Insured or "family member" under the terms of any other Coverage Form or policy with respect to such coverage.
3. Sustained by any person arising out of the maintenance or use of a "motor vehicle":
 - a. Being used in the business of transporting persons or property; or
 - b. Furnished by the employer of the Named Insured or "family member";
 if with respect to such vehicle, the security required by the Minnesota No-fault Automobile Insurance Act is in effect, provided that such "bodily injury" is sustained while not "occupying" another involved "motor vehicle"; however, this exclusion does not apply to (i) the "insured motor vehicle", (ii) a commuter van as defined in the Minnesota No-fault Automobile Insurance Act, (iii) a vehicle being used to transport children to school or to a school sponsored activity, (iv) a vehicle being used to transport children as part of a family or group family day care program, (v) any bus, other than a bus included as a vehicle described in (ii), (iii) or (iv) above, while in operation within the state of Minnesota as to any Minnesota resident who is an insured as defined in the Minnesota No-fault Automobile Insurance Act, or (vi) a passenger in a taxi.
4. To any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his or her intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself or herself, his or her survivors are not entitled to any survivors' loss benefits.
5. Sustained by any person in the course of an officiated racing or speed contest, or in practice or preparation therefor, other than a rally held in whole or in part upon public roads.
6. Sustained by any person if such injury arises out of conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.

7. Sustained by any person if such injury arises out of conduct in the course of loading or unloading any "motor vehicle" unless the conduct occurs while such person is "occupying" such "motor vehicle".
8. Sustained by any person while "occupying" a motorcycle.
9. To Personal Injury Protection benefits otherwise payable in the event that a lapse of one year or more occurs in the period of disability and medical treatment of an "insured" as a result of any one "accident".
10. Sustained by any person, other than the Named Insured or any "family member", arising out of the maintenance or use by such person of a "motor vehicle" without a good faith belief that he or she is legally entitled to use such "motor vehicle".
11. Sustained by any person, other than the Named Insured or any "family member", while a pedestrian through being struck by the "insured" "motor vehicle", if the "accident" occurs outside the state of Minnesota.
12. Sustained by any person arising out of the maintenance or use of a "motor vehicle" while located for use as a residence or premises.
13. 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.
14. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
15. With respect to work loss, essential services expenses and survivors' loss benefits, sustained by any person, other than the Named Insured or "family member", while "occupying" any "motor vehicle", not owned by the Named Insured or "family member", which is being operated by the Named Insured or "family member".

16. Sustained by any person, other than the Named Insured or any "family member", while "occupying" a vehicle which is regularly used in the course of the business of transporting persons or property and which is one of five or more vehicles under common ownership or a vehicle owned by a government other than the state of Minnesota, its political subdivisions, municipal corporations or public agencies, if the "accident" occurs outside the state of Minnesota.

D. Limit Of Insurance

1. Except as provided in Paragraph 3., regardless of the number of persons insured, policies or plans of self-insurance applicable, premiums paid, claims made or "insured motor vehicles" to which this coverage applies, our liability for Personal Injury Protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed [REDACTED] in the aggregate and subject to such aggregate:
 - a. The maximum amount payable for "medical expenses" shall not exceed [REDACTED].
 - b. The maximum aggregate amount payable for work loss, essential services expenses, funeral expenses and survivors' loss benefits shall not exceed [REDACTED]. Subject to this maximum aggregate:
 - (1) The maximum amount payable for work loss shall not exceed [REDACTED] per week.
 - (2) The maximum amount payable for essential services expenses shall not exceed [REDACTED] per week.
 - (3) The maximum amount payable for funeral expenses shall not exceed [REDACTED].
 - (4) The maximum amount payable for survivors' loss benefits:
 - (a) With respect to Paragraph A.5.a. of the definition of survivors' loss benefits shall not exceed [REDACTED] per week; and
 - (b) With respect to Paragraph A.5.b. of the definition of survivors' loss benefits shall not exceed [REDACTED] per week.

2. Any amount payable by the company under the terms of this coverage shall be reduced by:

- a. Any amounts paid, payable or required to be provided on account of such "bodily injury" under any workers' compensation law; except that if the "accident" involves a "motor vehicle" used in a "ridesharing arrangement", this coverage shall be primary.
- b. The amount of any deductible applicable to "medical expenses" set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or by a "family member", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", the total amount of the deductible applicable to all of them shall not exceed the deductible amount stated in this Coverage Form, and such amount shall be allocated equally among them.
- c. The amount of any deductible applicable to work loss set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or any "family member".

3. If the Schedule or Declarations indicates that the Named Insured elected to add together two or more Personal Injury Protection Coverages, regardless of the number of persons insured, premiums paid or claims made, our liability for Personal Injury Protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed [REDACTED] in the aggregate, per "insured motor vehicle", and subject to each such aggregate:

- a. The maximum amount payable for "medical expenses" shall not exceed [REDACTED] per "insured motor vehicle".
- b. The maximum amount payable for work loss, essential services expenses, funeral expenses and survivors' loss benefits shall not exceed [REDACTED] per "insured motor vehicle". Subject to this maximum aggregate:
 - (1) The maximum amount payable for work loss shall not exceed [REDACTED] per week per "insured motor vehicle".
 - (2) The maximum amount payable for essential services expenses shall not exceed [REDACTED] per week per "insured motor vehicle".

(3) The maximum amount payable for funeral expenses shall not exceed [REDACTED] per "insured motor vehicle".

(4) The maximum amount payable for survivors' loss benefits:

(a) With respect to Paragraph A.5.a. of the definition of survivors' loss benefits shall not exceed \$500 per week per "insured motor vehicle"; and

(b) With respect to Paragraph A.5.b. of the definition of survivors' loss benefits shall not exceed [REDACTED] per week per "insured motor vehicle".

E. Changes In Conditions

The **Conditions** are changed for Personal Injury Protection as follows:

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

- a. In the event of any "accident", written notice containing particulars sufficient to identify the "insured" and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of each "insured" to us or any of our authorized agents within six months from the date of the "accident". Failure to provide such written notice shall not render an "insured" ineligible to receive benefits unless actual prejudice is shown by us and then only to the extent of the prejudice. If an "insured", his or her legal representative or his or her surviving dependents shall institute legal action to recover damages for "bodily injury" against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such "insured", his or her legal representative or his or her surviving dependents.

- b. As soon as practicable, the "insured" or someone on his or her behalf shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated, and such other information as may assist us in determining the amount due and payable. The "insured" shall submit to physical and mental examination by physicians selected by us when and as often as we may reasonably require. An "insured" who has undertaken a procedure or treatment for rehabilitation or a course of rehabilitative occupational training, other than a medical rehabilitation procedure or treatment, shall notify us that he or she has undertaken the procedure, treatment or training within 60 days after a rehabilitation expense exceeding [REDACTED] has been incurred for the procedure, treatment or training, unless we know or have reason to know of the undertaking. If the "insured" does not give the required notice within the prescribed time, we are responsible only for [REDACTED] or the expense incurred after the notice is given and within 60 days before the notice, whichever is greater, unless failure to give timely notice is the result of excusable neglect.

2. The Transfer Of Rights Of Recovery Against Others To Us Policy Condition does not apply.

3. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by the following:

In the event the "insured" has other similar insurance including self-insurance available and applicable to the "accident", we shall not be liable for a greater proportion of any loss to which this coverage applies than the Limit of Insurance hereunder bears to the sum of the applicable Limits of Insurance of this coverage and such other insurance.

However, if the driver or occupant of a "motor vehicle" sustains "bodily injury" while using the vehicle in the business of transporting persons or property, this insurance is primary.

4. The Two Or More Coverage Forms Or Policies Issued By Us Policy Condition is replaced by the following:

Two Or More Coverage Forms Or Policies Issued By Us

If the Schedule indicates that the Named Insured elected to add together two or more Personal Injury Protection Coverages, the Two Or More Coverage Forms Or Policies Issued By Us provision in the Policy Conditions section of the Coverage Form does not apply to coverage afforded under this endorsement. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

5. The following conditions are added:

Coordination, Nonduplication And Priority Of Payments

- a. No "insured" shall recover duplicate benefits for the same elements of "loss" under this or any similar insurance including self-insurance.
- b. Any amount payable under any Uninsured Motorists Coverage afforded under this Coverage Form or policy shall be reduced by the amount of any Personal Injury Protection benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle insurance Coverage Form or policy because of "bodily injury" sustained by an "insured".

Constitutionality Clause

The premium for and the coverages of the Policy have been established in reliance upon the provisions of the Minnesota No-fault Automobile Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Policy and the provisions of this endorsement shall be voidable or subject to amendment at our option.

Arbitration

If you and we disagree on the amount of "loss" under Personal Injury Protection and the disputed amount is:

- a. [REDACTED] or less, both parties must submit to arbitration; or
- b. More than [REDACTED] we will advise the "insured" whether we will submit the claim to arbitration.

Arbitration will be conducted in accordance with the Rules of Procedure For No-fault Arbitration contained in the Minnesota Insurance Laws.

In the event of arbitration, each party will select a competent arbitrator. The two arbitrators will select a competent and impartial umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen arbitrator; and
- b. Bear the other expenses of the arbitration and umpire equally.

If we submit to arbitration, we still retain our right to deny the claim.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means the spouse or any person related to the Named Insured by blood, marriage or adoption, including a minor in the custody of the Named Insured, spouse or such related person, who is a resident of the same household as the Named Insured whether or not temporarily residing elsewhere.
2. "Insured motor vehicle" means a "motor vehicle" with respect to which:
 - a. The "bodily injury" liability insurance of the Coverage Form or Policy applies and for which a specific premium is charged; and
 - b. The Named Insured is required to maintain security under the provisions of the Minnesota No-fault Automobile Insurance Act.
3. "Motor vehicle" means every vehicle, other than a motorcycle or other vehicle with fewer than four wheels, which:
 - a. Is required to be registered pursuant to Minnesota Statutes, Chapter 168; and
 - b. Is designed to be self-propelled by an engine or motor for use primarily upon public roads, highways or streets in the transportation of persons or property, and includes a "trailer" with one or more wheels, when the "trailer" is connected to or being towed by a "motor vehicle".
4. "Occupying" means in or upon, entering into or alighting from.
5. "Ridesharing arrangement" means the transportation of persons, for a fee or otherwise, in a "motor vehicle" when the transportation is incidental to another purpose of the driver. The term includes the forms of shared transportation known as car pools, commuter van pools and bus pools whether or not furnished by an employer. It does not include transportation of "employees" by an employer from one place to another.
6. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 76

**COMMERCIAL AUTO
CA 21 24 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MINNESOTA UNINSURED AND UNDERINSURED
MOTORISTS COVERAGE**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance		
Uninsured Motorists Coverage:	\$ See DA40002	Each "Accident"
Underinsured Motorists Coverage:	\$ See DA40002	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".

2. Any judgment for damages arising out of a "suit" brought against an uninsured or underinsured motorist is not binding on us unless we have:

- a. Received reasonable notice of the commencement of the "suit" resulting in judgment; and
- b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled with the owner or operator of an "uninsured motor vehicle" without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. "Bodily injury" under Uninsured Motorists Coverage, if that "bodily injury" is sustained by:
 - a. An individual Named Insured while "occupying" a vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage; or
 - b. Any "family member" while "occupying" any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage.
- 4. "Bodily injury" under Underinsured Motorists Coverage, if that "bodily injury" is sustained by:
 - a. An individual Named Insured while "occupying" a vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage; or
 - b. Any "family member" while "occupying" any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage.

- 5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so. However, this exclusion does not apply to a "family member" who is not identified by name in any other contract for a plan of reparation security complying with the Minnesota No-fault Automobile Insurance Act, while using a covered "auto" which is owned by the Named Insured.
- 6. Punitive or exemplary damages.
- 7. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident":
 - a. With an "uninsured motor vehicle" is the limit of Uninsured Motorists Coverage shown in the Schedule.
 - b. With an "underinsured motor vehicle" is the limit of Underinsured Motorists Coverage shown in the Schedule.

We will apply the Limit Of Liability for each of these coverages as shown in the Schedule to provide separate limits required by law for uninsured and underinsured "bodily injury" liability.
- 2. Any amounts otherwise payable for damages under this insurance shall be reduced by all sums paid or payable or which would be paid or payable except for the application of a deductible under Personal Injury Protection applicable to the same element of loss.
- 3. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage and Underinsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other applicable insurance" applies only to other collectible uninsured motorists insurance and is replaced by the following:
 - a. With respect to coverage we provide when a covered "auto" the Named Insured owns is involved in an "accident", only:
 - (1) The Limit of Insurance for Uninsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "uninsured motor vehicle" is legally responsible.
 - (2) The Limit of Insurance for Underinsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "underinsured motor vehicle" is legally responsible.
 - b. If an "insured" sustains "bodily injury" while:
 - (1) "Occupying" a vehicle not owned by that person or while not "occupying" any vehicle; or
 - (2) "Occupying" a vehicle owned by the Named Insured or any "family member", if the Named Insured is an individual, and such vehicle is insured under one or more separate policies providing uninsured motorists or underinsured motorists insurance;

the following priorities of recovery apply:

First Priority	The policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any Coverage Form or policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- (1) Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.
- (2) Where there is applicable insurance available under the first priority:
 - (a) The Limit of Insurance applicable to the vehicle the "insured" was "occupying", under the Coverage Form or policy in the first priority, shall first be exhausted; and
 - (b) If there is other applicable insurance available under one or more policies or provisions of coverage:

The maximum recovery in the second priority under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

If the coverage under this Coverage Form is provided:

 - (i) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (ii) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

- (3) We will pay only our share of the "loss", not to exceed our share of the maximum recovery. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits in the same level of priority.

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

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

For an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are also changed by adding the following:

- a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle". Such notice shall:
 - (1) Identify the "insured", the owner or driver of the "underinsured motor vehicle" and the insurer of the "underinsured motor vehicle";
 - (2) Disclose the limits of the automobile liability insurance available to the owner or driver of the "underinsured motor vehicle"; and
 - (3) Disclose the agreed upon amount of the tentative settlement; and
- b. Allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following and supersedes any provision to the contrary:

Transfer Of Rights Of Recovery Against Others To Us

- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.
- b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- c. For an "underinsured motor vehicle", Paragraph 3.a. of the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply if:

- (1) We have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- (2) We fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- (2) We also have a right to recover the advance payment.
- d. Our rights under Paragraph 3.a. of this condition do not apply against any person or organization insured under this or any other Coverage Form we issue with respect to the same "accident" or "loss".
- e. Our rights under this condition do not apply against a person who is 21 years of age or older who:
 - (1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or

- (2) Sold, bartered, furnished or gave to, or purchased alcoholic beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age;

and that intoxicated person caused the injury, "loss" or damage for which payment was made under this policy.

- f. Our rights are subject to any applicable limitations contained in the Minnesota statutes.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. To which (1) no bodily injury liability bond or policy applies at the time of an "accident" or (2) a bodily injury liability bond or policy applies at the time of the "accident", but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the Minnesota No-fault Automobile Insurance Act;
- b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must cause an "accident" resulting in "bodily injury" to an "insured" without hitting a covered "auto" or a vehicle an "insured" is "occupying".

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who (1) denies coverage, (2) is or becomes insolvent or (3) cannot provide the amounts required by that motor vehicle law;
- b. Designed for use mainly off public roads while not on public roads;
- c. That is an "underinsured motor vehicle";
- d. Owned by or furnished or available for the regular use of an "insured";
- e. Operated on rails or crawler treads; or
- f. While located for use as a residence or premises.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which a bodily injury liability bond or policy applies at the time of the "accident" in limits equal to or greater than the minimum limits specified by the Minnesota No-fault Automobile Insurance Act, but its limit for "bodily injury" liability is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle or equipment:

- a. For which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company (1) denies coverage or (2) is or becomes insolvent;

- b. Designed for use mainly off public roads while not on public roads;
- c. That is an "uninsured motor vehicle";
- d. Owned by or furnished or available for the regular use of an "insured";
- e. Operated on rails or crawler treads; or
- f. While located for use as a residence or premises.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 77

COMMERCIAL AUTO
CA 01 65 07 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

MISSOURI CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to **Supplementary Payments:**

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

B. Changes In Covered Autos Liability Coverage

1. Paragraph **2.b.(4)** of the **Who Is An Insured** Provision in the Auto Dealers Coverage Form is replaced by the following:

(4) Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

2. Paragraph **1.b.** of the **Who Is An Insured** Provision in the Business Auto and Motor Carrier Coverage Forms and Paragraph **2.b.** of the **Who Is An Insured** Provision in the Auto Dealers Coverage Form are changed by adding the following:

(6) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an "auto".

3. If your business is other than selling, repairing or servicing "autos", the **Care, Custody Or Control** Exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving an "auto" loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos" as a temporary substitute for an "auto" you own.

C. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

If you and we disagree on the amount of "loss", both parties may agree to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then 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. The following is added to the **Concealment, Misrepresentation And Fraud** Condition:

With respect to Covered Autos Liability Coverage, this condition only applies in excess of the minimum limits of liability required by the Missouri Financial Responsibility Laws.

3. If your business is other than selling, repairing or servicing "autos", the following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:

Covered Autos Liability Coverage is primary for any temporary substitute for an "auto" you own if the substitute "auto" is operated by an "insured" and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos".

4. If your business is selling, repairing or servicing "autos", the following is added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:

Covered Autos Liability Coverage is excess for any "auto" you own if operated by a customer to whom you have loaned the "auto", with or without consideration, as a temporary substitute for an "auto" owned by the customer.

- D. The following provision is added:

Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.

2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

- a. Claims covered by the Association do not include a claim by or against an "insured" of an insolvent insurer, if the "insured" has a net worth of more than [REDACTED] on the later of the end of the "insured's" most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an "insured's" net worth on such date shall be deemed to include the aggregate net worth of the "insured" and all of its affiliates as calculated on a consolidated basis.

- b. Payments made by the Association for covered claims will include only that amount of each claim which is less than [REDACTED].

However, the Association will not:

- (1) Pay an amount in excess of the applicable Limit of Insurance of the policy from which a claim arises; or
- (2) Return to an "insured" any unearned premium in excess of [REDACTED].

These limitations have no effect on the coverage we will provide under this policy.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 78

**COMMERCIAL AUTO
CA 02 19 01 16****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MISSOURI CHANGES –
CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

- A.** If you are an individual, partnership or limited liability company and a covered "auto" you own is of the "private passenger type", and this Policy covers fewer than five "autos" and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the Cancellation Common Policy Condition does not apply to that "auto". The following condition applies instead:
- Ending This Policy**
- 1. Cancellation**
- a. You may cancel the Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
 - b. If this Policy has been in effect for 60 days or less and is not a renewal or continuation policy, we may cancel for any reason. If we cancel, we will mail you at least 10 days' notice.
 - c. When this Policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days' notice.
 - (2) If you are an individual, partnership or limited liability company and your driver's license has been suspended or revoked during the policy period. If we cancel for this reason, we will mail you at least 60 days' notice. However, we may not cancel if you are more than one person, but only one person's license has been suspended or revoked. Instead we may exclude coverage for that person while operating a covered "auto" during a period of suspension or revocation.
 - (3) If you are an individual, we replace this Policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this Policy is cancelled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
 - d. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. The following provisions govern calculation of return premium:
 - (1) We will compute return premium pro rata and round to the next higher whole dollar when this Policy is:
 - (a) Cancelled by us or at our request;

- (b) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
 - (c) Cancelled but rewritten with us or in our company group; or
 - (d) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
- (2) When this Policy is cancelled at your request (except when Paragraph (1)(b), (1)(c) or (1)(d) applies), we will return 90% of the pro rata unearned premium rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
- (3) When this Policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
- (a) Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.
 - (b) Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force as determined by Paragraph (3)(a) rounded to the next higher whole dollar.
 - (c) Pro rata unearned premium will be determined by subtracting Paragraph (3)(b) from Paragraph (3)(a).
 - (d) The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
 - (e) Calculate the short rate earned premium by adding Paragraphs (3)(b) and (3)(d).
 - (f) If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
 - (g) If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.
- e. The effective date of cancellation stated in the notice shall become the end of the policy period.
 - f. Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.
- 2. Nonrenewal**
- a. If we decide not to renew or continue this Policy, we will mail you notice at least 60 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at the anniversary of its original effective date. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
 - b. If we fail to mail proper notice of nonrenewal and you obtain other insurance, the coverages provided by this Policy will end on the effective date of any similar coverages provided by the other insurance.
 - c. Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.
- 3. Mailing Of Notices**
- Any notice of cancellation or nonrenewal will be mailed by United States Postal Service certificate of mailing, first-class mail using Intelligent Mail barcode (IMb), or another mail tracking method used, approved, or accepted by the United States Postal Service to your last known mailing address. Proof of mailing of any notice will be sufficient proof of notice.
- B. For "autos" not described in Paragraph A. above:**
- 1. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
 - 2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (1) Fraud or material misrepresentation affecting this Policy or a claim filed under this Policy or a violation of any of the terms or conditions of this Policy;
 - (2) Changes in conditions after the effective date of this Policy which have materially increased the risk assumed;
 - (3) We become insolvent; or
 - (4) We involuntarily lose reinsurance for this Policy;
 - c. 60 days before the effective date of cancellation if we cancel for any other reason.
2. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:
5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
- a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
 - (3) Cancelled but rewritten with us or in our company group; or
 - (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
 - b. When this Policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return ■% of the pro rata unearned premium rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
 - c. When this Policy is cancelled at the request of the first Named Insured and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
 - (1) Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.
 - (2) Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force as determined by Paragraph c.(1) rounded to the next higher whole dollar.
 - (3) Pro rata unearned premium will be determined by subtracting Paragraph c.(2) from Paragraph c.(1).
 - (4) The short rate surcharge will be determined by multiplying the unearned premium by ■% and rounding to the next higher whole dollar.
 - (5) Calculate the short rate earned premium by adding Paragraphs c.(1) and c.(4).
 - (6) If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
 - (7) If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.
3. The following is added and supersedes any provision to the contrary:
- Nonrenewal**
- a. We may elect not to renew this Policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
 - b. If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 79

COMMERCIAL AUTO
CA 01 66 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – POLLUTION EXCLUSION

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

The following is added to the **Pollution** Exclusion:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

B. Changes In General Liability Coverages

With respect to the Auto Dealers Coverage Form:

1. The following is added to Exclusion **2.f. Pollution** of Paragraph **A. Bodily Injury And Property Damage Liability**, or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site **or location.**

2. The following is added to Exclusion **2.i. Pollution** of Paragraph **B. Personal And Advertising Injury Liability**:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 80

COMMERCIAL AUTO
CA 01 36 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

NEVADA CHANGES

For a covered "auto" licensed in Nevada, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

I. Changes In Conditions

A. If the Auto Medical Payments Coverage endorsement is attached, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to Auto Medical Payments Coverage.

B. The **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are changed by adding the following:

1. When two Coverage Forms providing liability coverage apply to an "auto" and:

- a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos"; and
- b. The other provides coverage to a person not engaged in that business; and
- c. At the time of an "accident", a person described in **1.b.** is operating the "auto"; then

that person's liability insurance is primary and the Coverage Form issued to a business described in **1.a.** is excess over any insurance available to that person.

2. When two Coverage Forms providing liability coverage apply to an "auto" and:

- a. One provides coverage to a Named Insured engaged in the business of repairing or servicing "autos"; and
- b. The other provides coverage to a person not engaged in that business; and

c. At the time of an "accident", a person described in **2.b.** is operating an "auto" owned by the business described in **2.a.** as a temporary substitute auto while that person's "auto" is being repaired or serviced by the business described in **2.a.**; then

that person's liability coverage is primary and the Coverage Form issued to the business described in **2.a.** is excess over any insurance available to that person.

II. Anti-stacking Provisions

The contrasting type contained in this endorsement is in compliance with Nevada statutory requirements that anti-stacking provisions be prominently displayed in the policy, binder or endorsement.

A. Changes In Covered Autos Liability Coverage

The first paragraph of the **Limit Of Insurance** provision is replaced by the following:

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 COVERED "AUTOS" LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

B. Changes In Auto Medical Payments Coverage

If the Auto Medical Payments Coverage endorsement is attached:

1. Exclusions 2. and 3. are replaced by the following:
2. "BODILY INJURY" SUSTAINED BY YOU OR ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY YOU OR FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.
3. "BODILY INJURY" SUSTAINED BY ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY OR FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY "FAMILY MEMBER".
2. The first paragraph of the **Limit Of Insurance** provision is replaced by the following:
REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH "INSURED" INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF AUTO MEDICAL PAYMENTS SHOWN IN THE DECLARATIONS.

C. Changes In Garagekeepers Coverage

If the Garagekeepers Coverage endorsement is attached, Paragraph 1. of the **Limits Of Insurance And Deductibles** provision is replaced by the following:

1. REGARDLESS OF THE NUMBER OF "CUSTOMER'S AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR "SUITS" BROUGHT, THE MOST WE WILL PAY FOR EACH "LOSS" AT EACH LOCATION IS THE GARAGEKEEPERS COVERAGE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR THAT LOCATION. PRIOR TO THE APPLICATION OF THIS LIMIT, THE DAMAGES FOR "LOSS" THAT WOULD OTHERWISE BE PAYABLE WILL BE REDUCED BY THE APPLICABLE DEDUCTIBLES FOR "LOSS" CAUSED BY:
 - a. COLLISION; OR

b. WITH RESPECT TO GARAGEKEEPERS COVERAGE COMPREHENSIVE OR SPECIFIED CAUSES OF LOSS COVERAGE:

- (1) THEFT OR MISCHIEF OR VANDALISM; OR
- (2) ALL PERILS.

D. Changes In Garagekeepers Coverage – Customers' Sound-receiving Equipment

If the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, Paragraph 1. of the **Limits Of Insurance And Deductibles** provision is replaced by the following:

1. REGARDLESS OF THE NUMBER OF "SOUND-RECEIVING EQUIPMENT" ITEMS IN A "CUSTOMER'S AUTO", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR "SUITS" BROUGHT, THE MOST WE WILL PAY FOR EACH "LOSS" AT EACH LOCATION IS THE GARAGEKEEPERS COVERAGE – SOUND-RECEIVING EQUIPMENT LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR THAT LOCATION. PRIOR TO THE APPLICATION OF THIS LIMIT, THE DAMAGES FOR "LOSS" THAT WOULD OTHERWISE BE PAYABLE WILL BE REDUCED BY THE APPLICABLE DEDUCTIBLE FOR "LOSS" CAUSED BY COLLISION OR MISCHIEF OR VANDALISM.

E. Changes In Transportation Of Seasonal Or Migrant Agricultural Workers Endorsement

If the Transportation Of Seasonal Or Migrant Agricultural Workers endorsement is attached, Paragraph 1. of the **Limit Of Insurance** provision is replaced by the following:

1. REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR EACH "ACCIDENT".

F. Changes In Conditions

The **Two Or More Coverage Forms Or Policies Issued By Us** Condition is replaced by the following:

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

IF THIS COVERAGE FORM 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 SINGLE VEHICLE LIMIT OF INSURANCE UNDER ANY ONE COVERAGE FORM OR POLICY REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT". 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.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 81

**COMMERCIAL AUTO
CA 02 62 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

A. Paragraphs 2. and 3. of the **Cancellation Common Policy Conditions are replaced by the following:**

2. We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1)** Nonpayment of premium; or
- (2)** Substantial increase in hazard.

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

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

- (1)** Nonpayment of premium;
- (2)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy, or violation of any of the terms or conditions of the policy; or
- (3)** Substantial increase in hazard, provided that cancellation for this reason will be effective only after prior approval of the Commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us by:

a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

B. Paragraph 6. of the **Cancellation Common Policy Conditions is deleted.**

C. The following is added:

Nonrenewal

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:

- a.** We manifest our willingness to renew;
- b.** We refuse to renew due to nonpayment of premium;
- c.** You fail to pay any advance premium required by us for this renewal; or
- d.** Any property covered under this policy is insured under another insurance policy.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 82

**COMMERCIAL AUTO
CA 01 11 11 17****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NEW HAMPSHIRE CHANGES IN POLICY**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

PART I – STATUTORY CHANGES

A. Part I of this endorsement changes the Covered Autos Liability Coverage of the Coverage Part. These changes are made to comply with Chapter 264 of the New Hampshire Revised Statutes.

B. Changes In Covered Autos Liability Coverage

1. For "auto" "accidents" occurring within the coverage territory, Covered Autos Liability Coverage on a covered "auto" applies to the operation of (or presence in) any other "auto". The following are "insureds":

- a. You, if you are an individual and the owner of a covered "auto" (or if spouses, either or both of whom own the covered "auto").
- b. Any person related to you by marriage, blood, or adoption, if a resident of your household.
- c. Any domestic servant, while engaged in employment by:
 - (1) You; or
 - (2) Any person related to you by marriage, blood, or adoption, if a resident of your household.

The coverage applies only if the other "auto" is not owned by you, any person related to you by marriage, blood, or adoption, if a resident of your household or the domestic servant.

2. Covered Autos Liability Coverage provided by Part I of this endorsement is excess to any other collectible liability coverage.

3. The limit of liability for the coverage provided by Part I of this endorsement is the limit of liability required by the New Hampshire Financial Responsibility Law. The limit does not apply in addition to the limit of liability provided by the Coverage Part for use of "autos" you don't own.

PART II – ADDITIONAL CHANGES

A. Section I – Covered Autos in the Business Auto and Motor Carrier Coverage Forms is amended as follows:

Symbol **19** under the Business Auto Coverage Form and Symbol **79** under the Motor Carrier Coverage Form designating Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only do not apply.

B. Changes In Covered Autos Liability Coverage

1. The **Who Is An Insured** provision is replaced by the following in the Business Auto and Motor Carrier Coverage Forms:

Who Is An Insured

The following are "insureds":

- a. You, your executives and partners (if you are a partnership) or members (if you are a limited liability company) are "insureds". However, executives, partners or members are not "insureds" for their own "autos".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner of a covered "auto" you hire or borrow from one of your "employees" or a member of his or her household.

- (2) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership) or 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".
 - c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered "auto" is an "insured" only if that "auto" is a "trailer" connected to a covered "auto" you own.
2. The **Who Is An Insured** provision is replaced by the following in the Auto Dealers Coverage Form:
- Who Is An Insured**
- The following are "insureds":
- a. You, your executives and partners (if you are a partnership) or members (if you are a limited liability company) are "insureds". However, executives, partners or members are not "insureds" for their own "autos".
 - b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner of a covered "auto" you hire or borrow from one of your "employees" or a member of his or her household.
 - (2) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership) or 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".
 - c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered "auto" is an "insured" only if that "auto" is a "trailer" connected to a covered "auto" you own.
 - d. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.
3. The **Care, Custody Or Control** Exclusion relating to property owned or transported by the "insured", or in the "insured's" care, custody or control, does not apply to "property damage" to a residence or private garage caused by a covered "auto" of the private passenger type.
4. The **Leased Autos** Exclusion in the Auto Dealers Coverage Form is replaced by the following:
- Leased Autos**
- Any covered "auto" while leased to others.
5. The **Operations** Exclusion in the Business Auto and Motor Carrier Coverage Forms is replaced by the following:
- Operations**
- "Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".
6. The following exclusion is added:
- This insurance does not apply to:
- Any "insured" for "bodily injury" or "property damage" arising out of the operation of any vehicle by that "insured" and while that "insured's" driver's license is under suspension or revocation.
- However, this exclusion does not apply:
- a. For amounts up to the minimum limits of liability required by the New Hampshire Financial Responsibility Law; or
 - b. If the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.
7. The last paragraph in **C. Limit Of Insurance** in the Business Auto and Motor Carrier Coverage Forms and the last paragraph in **5. Limit Of Insurance – Covered Autos Liability** in the Auto Dealers Coverage Form are replaced by the following:
- No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

C. Changes In Physical Damage Coverage

1. If the Coverage Part provides Comprehensive Coverage, no deductible applies to "loss" caused by the sinking, burning, collision or derailment of any conveyance transporting a covered "auto".
2. Any Collision Coverage Deductible shown in the Declarations does not apply if the "loss" is caused by an "uninsured motor vehicle" and the operator of the "uninsured motor vehicle" has been positively identified and is solely at fault.

D. Changes In Auto Medical Payments Coverage

1. Exclusion **C.2.** is replaced by the following:

This insurance does not apply to:

2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by you or furnished or available for your regular use.
2. Exclusion **C.3.** is replaced by the following:
This insurance does not apply to:
 3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by or furnished or available for the regular use of any "family member".
3. Exclusion **C.5.** relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" applies only if workers' compensation benefits are available or required.
4. The following exclusion is added:
This insurance does not apply to:
"Bodily injury" sustained by an "insured":
 - a. While that "insured" is operating any "auto"; and
 - b. While that "insured's" driver's license is suspended or revoked.

However, this exclusion does not apply if the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

5. Paragraph **C. Limit Of Insurance** is replaced by the following:

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 "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and a health insurance policy.

6. The following condition is added:

Assignment Of Benefits

Auto Medical Payments Coverage shall not be assignable to any health care provider.

E. Changes In General Conditions

1. Paragraph **5.c.** of the **Other Insurance** provision in the Business Auto and Auto Dealers Coverage Forms is replaced by the following:
 - c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract". However, this Paragraph **c.** does not apply to that part of any contract or agreement entered into, as part of your business, pertaining to the rental, by you or any of your "employees", of any "auto".
2. Paragraph **5.g.** of the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form is replaced by the following:
 - g. Regardless of the provisions of Paragraphs **a.**, **b.**, **c.**, **d.** and **e.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract". However, this Paragraph **g.** does not apply to that part of any contract or agreement entered into, as part of your business, pertaining to the rental, by you or any of your "employees", of any "auto".

3. The **Premium Audit** provision is amended to add the following:

An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy or anniversary date, if this is a continuous policy or a policy written for a term longer than one year, provided that there is no bona fide dispute.

The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Except as provided above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

F. Changes In Definitions

1. As used in this endorsement:

"Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. For which no liability bond or policy applies at the time of an "accident";
- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle, "trailer" or semitrailer for which a liability bond or policy applies at the time of an "accident", but its limit for "bodily injury" liability is either:
 - (1) Less than the limit of liability for this coverage; or
 - (2) Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage;
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:
 - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having a claim under this or any similar insurance as a result of such "accident".

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

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - (2) Owned by a governmental unit or agency; or
 - (3) Designed for use mainly off public roads while not on public roads.
2. The following definitions replace those contained in the Business Auto and Motor Carrier Coverage Forms:
- a. The definition of "auto" is replaced by the following:

"Auto" means any land motor vehicle, "trailer" or semitrailer designed for travel on public roads, but does not include "mobile equipment".
 - b. The definition of "mobile equipment" is replaced by the following:

"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; or

(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:

(i) Snow removal;

(ii) Road maintenance, but not construction or resurfacing; or

(iii) 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.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 83

COMMERCIAL AUTO
CA 31 26 02 15**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NEW HAMPSHIRE UNINSURED MOTORISTS COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC**Endorsement Effective Date:****SCHEDULE**

Limit Of Insurance		
Bodily Injury:	\$ See DA40002	Each "Accident"
Property Damage:	\$ Included	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

Uninsured Motorists Coverage also applies to damages an "insured" is legally entitled to recover from the owner or driver of a motor vehicle to which a "property damage" liability policy applies at the time of the "accident". However, this applies only when the insuring or bonding company is unable to pay the limits of its "property damage" coverage because of insolvency.

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

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" an "insured motor vehicle" or a temporary substitute for an "insured motor vehicle". The "insured motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" an "insured motor vehicle" or a temporary substitute for an "insured motor vehicle". The "insured motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.

4. "Bodily injury" sustained by:

- a. The Named Insured while "occupying" or when struck by any vehicle owned by the Named Insured that is not an "insured motor vehicle" for Uninsured Motorists Coverage under this Coverage Form;
- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not an "insured motor vehicle" for Uninsured Motorists Coverage under this Coverage Form; or
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
- d. The following "insureds":
 - (1) The Named Insured or any "family member":
 - (a) While that "insured" is operating any "auto"; and
 - (b) While that "insured's" driver's license is suspended or revoked.
 - (2) Any other "insured":
 - (a) While operating an "insured motor vehicle"; and
 - (b) While that "insured's" driver's license is suspended or revoked.

However, this exclusion does not apply if the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion does not apply to a "family member" using the "insured motor vehicle" which is owned by the Named Insured.
6. Punitive or exemplary damages.
7. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of "insured motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from bodily injury sustained in any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

Regardless of the number of "insured motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all "property damage" resulting from any one "accident" is the limit of liability required by the New Hampshire Financial Responsibility Law.

The coverage limit for Uninsured And Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement, Underinsured Motorists Coverage endorsement or Uninsured Motorists Coverage endorsement. This provision does not apply if duplicate payments for Uninsured Motorists Coverage are also provided for the same elements of "loss" under Medical Payments Coverage.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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

Uninsured Motorists Coverage for "property damage" is excess to any other collectible coverage.

3. Any amount payable for "property damage" under this insurance will not reduce the limit of insurance applicable to an "insured" for "bodily injury" under this insurance.

E. Changes In Conditions

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

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

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

- a. Promptly notify the police if a hit-and-run driver is involved; and

- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

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

Transfer Of Rights Of Recovery Against Others To Us

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and
- b. We also have a right to recover the advance payment.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. However, the "insured" will not be required to advance the expenses of arbitration.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding subject to a party's statutory right to judicial relief under the law.

F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to the individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Insured motor vehicle" means a self-propelled vehicle, "trailer" or semitrailer for which the Named Insured has purchased Uninsured Motorists Coverage. However, it does not include a farm tractor or crawler-type tractor or a vehicle operated exclusively upon stationary tracks.

3. "Occupying" means in, upon, getting in, on, out or off.
4. "Property damage" means physical injury to or destruction of:
 - a. An "insured motor vehicle" which is registered or principally garaged in New Hampshire and which is owned by the Named Insured or, if the Named Insured is an individual, such Named Insured's spouse, if a resident of the Named Insured's household.
 - b. Any property owned by the Named Insured or, if the Named Insured is an individual, any "family member", which is contained in the "insured motor vehicle".
 - c. Any property owned by anyone else which is contained in the "insured motor vehicle" while the person is "occupying" the "insured motor vehicle".
5. "Uninsured motor vehicle" means a land motor "vehicle" or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident";
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle, "trailer" or semitrailer for which a liability bond or policy applies at the time of an "accident", but its limit for "bodily injury" liability is either:
 - (1) Less than the limit of liability for this coverage; or
 - (2) Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage;

- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:
 - (1) Hit an "insured", an "insured motor vehicle" or a vehicle an "insured" is "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", an "insured motor vehicle" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having a claim under this or any similar insurance as the result of such "accident".

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 84

COMMERCIAL AUTO
CA 01 88 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES

For a covered "auto" licensed or principally garaged in New Jersey, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. Paragraph **1.b.(4)** of the **Who Is An Insured** provision is replaced by the following:

(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".

However, this paragraph does not apply for coverage up to the minimum financial responsibility limits specified in N.J.S.A. 39:6B-1.

2. Exclusion **11. Pollution** is amended by the addition of the following:

This exclusion does not apply for coverage up to the minimum financial responsibility limits specified in N.J.S.A. 39:6B-1.

B. Changes In Conditions

The following is added to the **Loss Payment – Physical Damages Coverages** Condition:

If we pay the amount necessary to repair the stolen or damaged property, you have the option to use either:

a. An "auto" repair facility with whom we have an arrangement; or

b. An "auto" repair facility of your choice; in any repairs to the "auto".

If you choose to use an "auto" repair facility other than an "auto" repair facility with whom we have an arrangement, we will pay you in accordance with the terms and conditions, including price, provided by the "auto" repair facility with whom we have an arrangement.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 85

**COMMERCIAL AUTO
CA 01 84 11 16****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

NEW JERSEY CHANGES – PHYSICAL DAMAGE INSPECTION

For a covered "private passenger auto" licensed or principally garaged in New Jersey, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The following provisions are added to **Physical Damage Coverage** and apply in place of any conflicting policy provision:

A. Changes In Physical Damage Coverage

Mandatory Inspection For Physical Damage Coverage

1. We have the right to inspect any "private passenger auto", including a non-owned "private passenger auto", insured or intended to be insured under this Coverage Form, before Physical Damage Coverage shall be effective.
2. During the term of the Policy, coverage for an additional or replacement "private passenger auto" shall not become effective until the "insured" notifies us and requests coverage for the "private passenger auto". However, if the "insured" replaces a "private passenger auto" insured with us for at least 12 months before the replacement date with a "private passenger auto" acquired during the policy period, we will provide the same coverage which applied to the replaced "private passenger auto" for three days beginning on the date the "insured" acquires the replacement "private passenger auto". We will also provide an additional day of coverage for each Saturday, Sunday or New Jersey state holiday falling within the three days. After three days, coverage will not apply until the "insured" notifies us and requests coverage for the "private passenger auto".
3. When an inspection is required by us, the "insured" shall cooperate and make the "private passenger auto" available for the inspection.

B. Changes In Definitions

As used in this endorsement:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Private passenger auto" means:
 - a. A private passenger "auto" of a private passenger or station wagon type that is owned or hired and is neither:
 - (1) Used as a public or livery conveyance for passengers including, but not limited to, any period of time an "auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "auto"; nor
 - (2) Rented to others with a driver; and
 - b. A motor vehicle with a pickup body, a delivery sedan, a van, or a panel truck or camper-type vehicle used for recreational purposes owned by an individual or by husband and wife who are residents of the same household, not customarily used in the occupation, profession or business of the "insured" other than farming or ranching. An "auto" owned by a farm family co-partnership or corporation, which is principally garaged on a farm or ranch and otherwise meets the definitions contained in this section, shall be considered a private passenger auto owned by two or more relatives resident in the same household.

3. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 86

**COMMERCIAL AUTO
CA 22 30 11 16****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NEW JERSEY PERSONAL INJURY PROTECTION**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

I. Extended Medical Expense Benefits	
Benefits	Limit Of Insurance
Medical Expenses	\$ Per Person Per "Accident"
II. Medical Expense Benefits Deductible	
<input type="checkbox"/> Unless otherwise indicated to the left, medical expense benefits are subject to a deductible of [REDACTED] per "accident".	
<input type="checkbox"/> When indicated to the left, medical expense benefits applicable to:	
A. The "named insured" and, if the "named insured" is an individual, any "family members" will be subject to a deductible of \$ [REDACTED] per "accident" instead of the [REDACTED] deductible; and	
B. An "eligible injured person" other than the "named insured" and, if the "named insured" is an individual, any "family members" shall be subject to a separate deductible of [REDACTED] per "accident".	
III. Medical Expense Benefits Copayment	
Medical expense benefits are subject to a copayment of [REDACTED] per "accident" for amounts payable between the applicable deductible and [REDACTED].	
IV. Deletion Of Benefits Other Than Medical Expenses Option	
<input type="checkbox"/> All Personal Injury Protection Benefits other than medical expense benefits are deleted with respect to the "named insured" and, if the "named insured" is an individual, any "family members", when indicated to the left. Refer to the Deletion Of Benefits Other Than Medical Expenses Provision.	
V. Medical Expense Benefits-As-Secondary Option	
<input type="checkbox"/> If the "named insured" is an individual, medical expense benefits with respect to the "named insured" and "family members" are secondary to the health benefits plans under which the "named insured" and "family members" are insured, when indicated to the left.	

VI. Personal Injury Protection Coverage For Pedestrians	
Coverage ONLY is provided for "private passenger automobiles"	Premium
	\$
VII. Pedestrian Personal Injury Protection	
Coverage ONLY is provided for the following vehicles designed for use principally on public roads which are not "private passenger automobiles" and to which the liability coverage of this Coverage Form applies.	
Description Of Vehicle	Premium
	\$
	\$
	\$
	\$
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverages**1. Personal Injury Protection**

We will pay Personal Injury Protection Benefits for "bodily injury" sustained by an "eligible injured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading or unloading, of a "private passenger auto" as an auto.

These Personal Injury Protection Benefits consist of:

a. Medical Expense Benefits

An amount not exceeding [REDACTED] per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Nonmedical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

b. Income Continuation Benefits

An amount not exceeding a limit of [REDACTED] per week and a total limit of [REDACTED] payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability, not to exceed net "income" normally earned during the period in which benefits are payable.

c. Essential Services Benefits

An amount not exceeding a limit of [REDACTED] per day and a total limit of [REDACTED] payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

d. Death Benefits

The amount or amounts payable in the event of the death of an "eligible injured person" as determined below:

- (1) If the "eligible injured person" was an "income producer" at the time of the "accident", an amount equal to the difference between \$5,200 and all basic income continuation benefits paid for any loss of "income" resulting from his or her injury prior to his or her death; or
- (2) If the "eligible injured person" ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between \$4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

e. Funeral Expense Benefits

An amount not exceeding [REDACTED] for reasonable funeral, burial and cremation expenses incurred.

2. Extended Medical Expense Benefits

We will pay Extended Medical Expense Benefits for "bodily injury" sustained by an "insured person" caused by an "accident" occurring during the policy period and arising out of the ownership, maintenance or use, including loading and unloading, of a "highway vehicle" not owned by or furnished or available for the regular use of the "named insured" or any "family member".

Subject to the limits shown in the Schedule or Declarations, Extended Medical Expense Benefits consist of the following:

Reasonable expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Nonmedical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

3. Pedestrian Personal Injury Protection

This coverage applies to "pedestrians" and only to "accidents" which occur during the policy period in New Jersey. With respect to an "insured motor vehicle" as described for this coverage, Pedestrian Personal Injury Protection Coverage is the only Personal Injury Protection Coverage for that vehicle.

We will pay Pedestrian Personal Injury Protection Benefits to an "eligible injured person". These Pedestrian Personal Injury Protection Benefits consist of:

a. Medical Expense Benefits

An amount not exceeding [REDACTED] per person per "accident" for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and nonmedical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Nonmedical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

b. Income Continuation Benefits

An amount not exceeding a limit of \$100 per week and a total limit of \$5,200 payable for the loss of income of an "income producer" during his or her lifetime, as a result of "bodily injury" disability; not to exceed net "income" normally earned during the period in which benefits are payable.

c. Essential Services Benefits

An amount not exceeding a limit of [REDACTED] per day and a total limit of [REDACTED] payable to an "eligible injured person" as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for "income" but for the care and maintenance of himself or herself and persons related to the "eligible injured person" by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the "eligible injured person".

d. Death Benefits

The amount or amounts payable in the event of the death of an "eligible injured person" as determined below:

- (1) If the "eligible injured person" was an "income producer" at the time of the "accident", an amount equal to the difference between [REDACTED] and all basic income continuation benefits paid for any loss of "income" resulting from his or her injury prior to his or her death; or

- (2) If the "eligible injured person" ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between [REDACTED] and all basic essential services benefits paid with respect to his or her injury prior to death.

e. Funeral Expense Benefits

An amount not exceeding [REDACTED] for reasonable funeral, burial and cremation expenses incurred.

All medical expenses must be rendered by a "health care provider", be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured". They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury". They must not be rendered primarily for the convenience of the "insured" or "health care provider" nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

B. Exclusions

1. Personal Injury Protection

We will not pay Personal Injury Protection Benefits for "bodily injury":

- a. To a person whose conduct contributed to the "bodily injury" in any of the following ways:
 - (1) While committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer; or
 - (2) While acting with specific intent to cause injury or damage to himself or herself or others;
- b. To any person who, at the time of the "accident", was the owner or registrant of a "private passenger auto" registered or principally garaged in New Jersey that was being operated without Personal Injury Protection Coverage;

- c. To any person who is not occupying a covered "auto", other than the "named insured" or any "family member" or a resident of New Jersey, if the "accident" occurs outside of New Jersey;
- d. Arising out of the ownership, maintenance or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;
- e. Arising directly or indirectly out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- f. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- g. To any person, other than the "named insured" or any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" or "family member" under the terms of any other policy with respect to such coverage;
- h. To any "family member", if such person is entitled to New Jersey Personal Injury Protection Coverage as a "named insured" under the terms of another policy; or
- i. To any person operating or occupying a "private passenger auto" without the permission of the owner or the "named insured" under the Policy insuring that "auto";
- j. For the following "diagnostic tests":
 - (1) Brain mapping, when not done in conjunction with appropriate neurodiagnostic testing;
 - (2) Iridology;
 - (3) Mandibular tracking and simulation;
 - (4) Reflexology;
 - (5) Spinal diagnostic ultrasound;
 - (6) Surface electromyography (surface EMG);
 - (7) Surrogate arm mentoring; or
 - (8) Any other "diagnostic test" that is determined to be ineligible for coverage under Personal Injury Protection Coverage by New Jersey law or regulation;
- k. For the following "diagnostic tests" when used to treat temporomandibular joint disorder (TMJ/D):
 - (1) Doppler ultrasound;
 - (2) Electroencephalogram (EEG);
 - (3) Needle electromyography (needle EMG);
 - (4) Sonography;
 - (5) Thermograms/thermographs; or
 - (6) Videofluoroscopy.

2. Extended Medical Expense Benefits

The exclusions that apply to Personal Injury Protection also apply to Extended Medical Expense Benefits, except Exclusion c., which does not apply to Extended Medical Expense Benefits. In addition, the following exclusions are added to Extended Medical Expense Benefits:

- a. We will not pay Extended Medical Expense Benefits for "bodily injury" to any person, other than the "named insured" or any "family member" or a resident of New Jersey, if the "accident" occurs outside of New Jersey.
- b. We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who is entitled to benefits for the "bodily injury" under:
 - (1) Personal Injury Protection Coverage; or
 - (2) Any:
 - (a) Workers' compensation law; or
 - (b) Medicare provided under federal law.
- c. We will not pay Extended Medical Expense Benefits for "bodily injury" to any "insured" who would be entitled to benefits for the "bodily injury" under Personal Injury Protection Coverage, except for the application of a:
 - (1) Deductible;
 - (2) Copayment; or
 - (3) Medical fee schedule promulgated by the New Jersey Department of Banking and Insurance.

3. Pedestrian Personal Injury Protection

The exclusions that apply to Personal Injury Protection also apply to Pedestrian Personal Injury Protection, except Exclusions **b.** and **c.**, which do not apply to Pedestrian Personal Injury Protection Coverage.

C. Limit Of Insurance

1. Any amount payable by us as Personal Injury Protection benefits for "bodily injury" shall be reduced by:
 - a. All amounts paid, payable or required to be provided under any workers' compensation or employees' temporary disability law.
 - b. Medicare provided under federal law.
 - c. Benefits actually collected that are provided under federal law to active and retired military personnel.
2. Any amount payable by us as medical expense benefits will be limited by medical fee schedules, as promulgated by the New Jersey Department of Banking and Insurance for specific injuries or services, or the usual, customary and reasonable fee, whichever is less.
3. Any amounts payable for medical expense benefits as the result of any one "accident" shall be:
 - a. Reduced by the applicable deductible indicated in the Schedule or in the Declarations; and
 - b. Subject to the copayment of ■% for the amount between the applicable deductible and ■■■■■
4. The applicable limit of income continuation benefits applies separately to each full regular and customary work week of an "eligible injured person". If this disability from work or employment consists of or includes only a part of such a week, we shall be liable for only that proportion of such weekly limit that the number of days lost from work or employment during the partial week bears to the number of days in his or her full work week.

5. If the Schedule or Declarations indicates that the "named insured" has elected the Medical Expense Benefits-As-Secondary Option, the following provisions apply to medical expense benefits:

a. Priority Of Benefits

- (1) The health benefits plans under which the "named insured" and any "family member" are insured shall provide primary coverage for "allowable expenses" incurred by the "named insured" and any "family member" before any medical expense benefits are paid by us.
- (2) This insurance shall provide secondary coverage for medical expense benefits for "allowable expenses", which remained uncovered.
- (3) The total benefits paid by the health benefits plans and this insurance shall not exceed the total amount of "allowable expenses".

b. Determination Of Medical Expense Benefits Payable

- (1) To calculate the amount of "actual benefits" to be paid by us, we will first determine the amount of "eligible expenses" which would have been paid by us, after application of the deductible and copayment indicated in the Schedule or Declarations, had the "named insured" not elected the Medical Expense Benefits-As-Secondary Coverage Option.

(2) If the remaining "allowable expenses" are:

- (a) Less than the benefits calculated in Paragraph (1) above, we will pay "actual benefits" equal to the remaining "allowable expenses", without reducing the remaining "allowable expenses" by the deductible or copayment.
- (b) Greater than the benefits calculated in Paragraph (1) above, we will pay "actual benefits" equal to the benefits calculated in Paragraph 1. above, without reducing the remaining "allowable expenses" by the deductible or copayment.

(3) We will not reduce the "actual benefits" determined in Paragraph 2.:

- (a) By any deductibles or copayments of the health benefits plans which have provided primary coverage for medical expense benefits; or
- (b) For any "allowable expense" remaining uncovered which otherwise would not be an "eligible expense" under Personal Injury Protection Coverage, except as set forth in Paragraph (4) below.

(4) In determining remaining uncovered "allowable expenses", we shall not consider any amount for items of expense which exceed the dollar or percent amounts recognized by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance.

(5) The total amount of medical expense benefits for the "named insured" or any "family member" per "accident" shall not exceed the maximum amount payable for medical expense benefits under this Policy.

c. Health Benefits Plan Ineligibility

(1) If, after the "named insured" has elected the Medical Expense Benefits-As-Secondary Coverage Option, it is determined that the "named insured" or any "family member" did not have a health benefits plan in effect at the time an "accident" occurred which resulted in "bodily injury" to the "named insured" or any "family member", medical expense benefits shall be provided to the "named insured" or any "family member", subject to the following:

(a) Only Paragraph 1. of the Limit Of Insurance provision will apply with respect to medical expense benefits.

(b) Any amount payable for medical expense benefits for the "named insured" and any "family member" as a result of any one "accident" shall:

(1) Be reduced by a deductible equal to the sum of [REDACTED] plus the applicable deductible indicated in the Schedule or in the Declarations; and

(2) Be subject to a copayment of [REDACTED] for amounts less than [REDACTED] after the deductible has been applied.

(3) Be determined:

(i) By the medical fee schedules promulgated by the New Jersey Department of Insurance; or

(ii) By us, on a reasonable basis, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, if an item of expense is not included on the medical fee schedules.

- (4) Not exceed the maximum amount payable for medical expense benefits under this Policy.
- (2) All items of medical expense incurred by the "named insured" or any "family member" for the treatment of "bodily injury" shall be "eligible expenses" to the extent the treatment or procedure from which the expenses arose:
 - (a) Is recognized on the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or
 - (b) Are reasonable expenses in accordance with Section 4 of the New Jersey Reparation Reform Act.
- (3) We shall be entitled to recover the difference between:
 - (a) The reduced premium paid under this Policy for the Medical Expense Benefits-As-Secondary Option; and
 - (b) The premium which would have been paid under this Policy had the "named insured" not elected such option.

We will not provide any premium reduction for the Medical Expense Benefits-As-Secondary Option for the remainder of the policy period.

- 6. The Limit Of Insurance shown in the Schedule or Declarations for weekly income continuation benefits shall be prorated for any period of "bodily injury" disability less than one week.

D. Changes In Conditions

- 1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:
 - a. If an "eligible injured person", "insured person" or the legal representative or survivors of either institutes legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

- b. The "eligible injured person", "insured person" or someone on their behalf must promptly give us written proof of claim including:
 - (1) Full particulars of the nature and extent of the "bodily injury"; and
 - (2) Such other information that will help us determine the amount due and payable.
- c. The "eligible injured person" or "insured person" must submit to physical examination by physicians when and as often as we reasonably require and a copy of the medical report will be forwarded to such "eligible injured person" or "insured person" if requested.
- d. In the event of "accident", claim, "suit" or "loss", if the notice, proof of claim or other reasonably obtainable information regarding the accident is received by us more than 30 days after the accident, we may impose an additional medical expense benefits copayment in accordance with New Jersey law or regulation. This copayment shall be in addition to:
 - (1) Any medical expense benefits deductible or copayment; or
 - (2) Any penalty imposed in accordance with our Decision Point Review Plan.

- 2. The **Policy Period, Coverage Territory Condition for Personal Injury Protection and Extended Medical Expense Benefits** is replaced by the following:

This Coverage Part applies only to "accidents" which occur during the policy period:

- a. Anywhere in the world.
- b. For pedestrian Personal Injury Protection Coverage, the coverage territory is New Jersey.
- 3. For Extended Medical Expense Benefits, the **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

4. The following **Reimbursement And Trust Condition** is added:

Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, if we make any payment to any "eligible injured person" or "insured person" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.

5. The following **Payment Of Personal Injury Protection Benefits** Conditions are added:

- a. Medical expense benefits and essential services benefits may be paid at our option to the "eligible injured person", "insured person" or the person or organization furnishing the products or services for which such benefits are due. These benefits shall not be assignable except to providers of service benefits. Any such assignment is not enforceable unless the provider of service benefits agrees to be subject to the requirements of our Decision Point Review Plan. In the event of the death of an "eligible injured person" or "insured person" any amounts payable, but unpaid prior to death, for medical expense benefits are payable to the "eligible injured person's" or "insured person's" estate.
- b. Benefits payable under Paragraph **A.1.d.(1)** of the description of death benefits are payable to the "eligible injured person's" surviving spouse, or if there is no surviving spouse, to his or her surviving children, or if there is not a surviving spouse or any surviving children, to the "eligible injured person's" estate.
- c. Benefits payable under Paragraph **A.1.d.(2)** of the description of death benefits are payable to the person who has incurred the expense of providing essential services.
- d. Funeral expense benefits are payable to the "eligible injured person's" or "insured person's" estate.

6. The following **Deletion Of Benefits Other Than Medical Expenses Option** Condition is added:

When the Schedule or the Declarations indicates that the Deletion Of Benefits Other Than Medical Expenses Option applies, we will pay Personal Injury Protection Benefits consisting only of medical expense benefits for the "named insured" and "family members".

7. The following **Employee Benefits Reimbursement** Condition is added:

If the "eligible injured person" or "insured person" fails to apply for workers' compensation benefits or employees' temporary disability benefits for which that person is eligible, we may immediately apply to the provider of these benefits for reimbursement of any Personal Injury Protection Benefits that we have paid.

8. The following **Proof Of Health Benefits Plan Coverage** Condition is added:

If the "named insured" has elected the Medical Expense Benefits-As-Secondary Option, the "named insured" shall provide proof that the "named insured" and "family members" are insured by health insurance coverage or benefits in a manner and to an extent approved by the New Jersey Department of Banking and Insurance.

9. The following **Special Requirements For Medical Expenses** Conditions are added:

a. **Care Paths For "Identified Injuries" (Medical Protocols)**

- (1) The New Jersey Department of Banking and Insurance has established by regulation the standard courses of medically necessary diagnosis and treatment for "identified injuries". These courses of diagnosis and treatments are known as care paths.

The care paths do not apply to treatment administered during "emergency care".

- (2) Upon notification to us of a "bodily injury" covered under this Policy, we will advise the "insured" of the care path requirements established by the New Jersey Department of Banking and Insurance.
- (3) Where the care paths indicate a decision point, further treatment or the administration of a diagnostic test is subject to our Decision Point Review Plan.

A decision point means the juncture in treatment where a determination must be made about the continuation or choice of further treatment of an "identified injury".

b. Coverage For "Diagnostic Tests"

- (1) In addition to the care path requirements for an "identified injury", the administration of any of the following "diagnostic tests" is also subject to the requirements of our Decision Point Review Plan:
 - (a) Brain audio evoked potential (BAEP);
 - (b) Brain evoked potential (BEP);
 - (c) Computer assisted tomographic studies (CT, CAT Scan);
 - (d) Dynatron/cyber station/cybex;
 - (e) H-reflex Study;
 - (f) Magnetic resonance imaging (MRI);
 - (g) Nerve conduction velocity (NCV);
 - (h) Somasensory evoked potential (SSEP);
 - (i) Sonogram/ultrasound;
 - (j) Visual evoked potential (VEP);
 - (k) Any of the following "diagnostic tests" when not otherwise excluded under Exclusion j.:
 - (i) Brain mapping;
 - (ii) Doppler ultrasound;
 - (iii) Electroencephalogram (EEG);
 - (iv) Needle electromyography (needle EMG);
 - (v) Sonography;
 - (vi) Thermography/thermograms;
 - (vii) Videofluoroscopy; or
 - (l) Any other "diagnostic test" that is subject to the requirements of our Decision Point Review Plan by New Jersey law or regulation.
- (2) The "diagnostic tests" listed under Paragraph (1) must be administered in accordance with New Jersey Department of Banking and Insurance regulations, which set forth the requirements for the use of "diagnostic tests" in evaluating injuries sustained in "auto" "accidents".

However, those requirements do not apply to "diagnostic tests" administered during "emergency care".

- (3) We will pay for other "diagnostic tests" that are:

- (a) Not subject to our Decision Point Review Plan; and
- (b) Not specifically excluded under Exclusion j.; only if administered in accordance with the criteria for medical expenses as provided in this endorsement.

c. Decision Point Review Plan

- (1) Coverage for certain medical expenses under this endorsement is subject to our Decision Point Review Plan, which provides appropriate notice and procedural requirements that must be adhered to in accordance with New Jersey law or regulation. We will provide a copy of this plan upon request, or in the event of any claim for medical expenses under this coverage.
- (2) Our Decision Point Review Plan includes the following minimum requirements as prescribed by New Jersey law or regulation:
 - (a) The requirements of the Decision Point Review Plan only apply after the tenth day following the "accident".
 - (b) We must be provided prior notice as indicated in our plan, with appropriate "clinically supported" findings, that additional treatment for an "identified injury", the administration of a "diagnostic test" listed under Paragraph (1) or the use of durable medical equipment is required.

The notice and "clinically supported" findings may include a comprehensive treatment plan for additional treatment.
- (3) Once we receive such notice with the appropriate "clinically supported" findings, we will, in accordance with our plan:
 - (a) Promptly review the notice and supporting materials; and
 - (b) If required as part of our review, request any additional medical records or schedule a physical examination.

- (4) We will then determine and notify the "eligible injured person" or the "insured person" whether we will provide coverage for the additional treatment, "diagnostic test" or use of durable medical equipment as indicated in our plan and within the applicable three business day requirements specified in New Jersey Department of Banking and Insurance regulations.

Any determination we make will be based on the determination of a physician. If the physician prepares a written report concerning the examination we have required, such report will be made available to the "eligible injured person" upon request.

- (5) Any physical examination of an "eligible injured person" or "insured person" scheduled by us will be conducted in accordance with our plan.
- (6) We may deny reimbursement of further treatment, testing or use of durable medical equipment for repeated unexcused failure of an "eligible injured person" or "insured person" to appear for a physical scheduled examination required by us in accordance with our plan.
- (7) A penalty will be imposed in accordance with our plan if:
- (a) We do not receive proper notice and "clinically supported" findings; or
 - (b) Any "eligible injured person" or "insured person" fails to use a network in accordance with N.J.A.C. 11:3-4.8.
 - (c) We do not receive proper notice for treatment, "diagnostic tests" or durable medical equipment in accordance with the requirements of our Decision Point Review Plan.

However, no penalty will be imposed where the proper notice or findings were received by us and we thereafter failed to act in accordance with our plan to request further information, modify or deny reimbursement of further treatment, "diagnostic tests" or the use of durable medical equipment with respect to that notice or those findings.

d. Dispute Resolution

If we and any person seeking Personal Injury Protection Coverage do not agree as to the recovery of Personal Injury Protection Coverage under this endorsement, then the matter may be submitted to dispute resolution, on the initiative of any party to the dispute, in accordance with N.J.A.C. 11:3-5.6.

However, prior to submitting such matter to dispute resolution, providers who are assigned service benefits by an "eligible injured person" or "insured person", or have a power of attorney from such person, shall be subject to our internal appeals process in accordance with New Jersey law or regulation. Any request for dispute resolution may include a request for review by a medical review organization.

10. The following condition is added for **Personal Injury Protection** and **Pedestrian Personal Injury Protection**:

Coordination And Nonduplication

- a. Regardless of the number of "autos" insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act or the number of insurers or policies providing such coverage, there shall be no duplication of payment of basic Personal Injury Protection Benefits and the aggregate maximum amount payable under this and all applicable policies with respect to "bodily injury" to any one person as the result of any one "accident" shall not exceed the applicable amounts or limits specified in Section 4 of said Act.
- b. If an "eligible injured person" under this coverage is also an "eligible injured person" under other complying policies, the insurer paying benefits to such person shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid. The pro rata share is the proportion that the insurer's liability bears to the total of all applicable limits. Complying Policy means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic Personal Injury Protection Coverage as approved by the Commissioner of Insurance.

11. The following condition is added for **Personal Injury Protection** and **Extended Medical Expense Benefits**:

Medical Payments Deletion

In consideration of the coverage provided for Personal Injury Protection and Extended Medical Expense Benefits in Paragraphs **A.1.** and **A.2.** of this endorsement, and the adjustment of applicable rates because of "bodily injury" to an "eligible injured person", any auto medical payments coverage provided under the Coverage Part is deleted with respect to an "auto" which is a covered "auto".

E. Definitions

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

1. The definition of "bodily injury" is replaced by the following:
 "Bodily injury" means bodily harm, sickness or disease, including an "identified injury" or death that results.
2. The following definitions are added for **Personal Injury Protection, Extended Medical Expense Benefits** and **Pedestrian Personal Injury Protection**:
 - a. "Actual benefits" means those benefits determined to be payable for "allowable expenses".
 - b. "Allowable expense" means a medically necessary, reasonable and customary item of expense covered as benefits by the "named insured's" or "family member's" health benefits plan or Personal Injury Protection Benefits as an "eligible expense", at least in part. When benefits provided are in the form of services, the reasonable monetary value of each such service shall be considered as both an "allowable expense" and a paid benefit.
 - c. "Clinically supported" means that a "health care provider", prior to selecting, performing or ordering the administration of a treatment or "diagnostic test", has:
 - (1) Physically examined the "eligible injured person" or "insured person" to ensure that the proper medical indications exist to justify ordering the treatment or test;
 - (2) Made an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;
 - (3) Considered any and all previously performed tests that relate to the injury and the results and which are relevant to the proposed treatment or test; and
 - (4) Recorded and documented these observations, positive and negative findings and conclusions on the "insureds" medical records.
 - d. "Diagnostic test(s)" means a medical service or procedure utilizing any means other than bioanalysis, intended to assist in establishing a:
 - (1) Medical;
 - (2) Dental;
 - (3) Physical therapy;
 - (4) Chiropractic; or
 - (5) Psychological diagnosis;
 for the purpose of recommending or developing a course of treatment for the tested patient to be implemented by the treating practitioner or by the consultant.
 - e. "Eligible expense" means:
 - (1) In the case of health benefits plans, that portion of the medical expenses incurred for the treatment of "bodily injury" which is covered under the terms and conditions of the plan, without application of the deductible(s) and copayment(s), if any.
 - (2) In the case of Personal Injury Protection Benefits, that portion of the medical expenses incurred for the treatment of "bodily injury" which, without considering any deductible and copayment, shall not exceed:
 - (a) The percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or
 - (b) The reasonable amount, as determined by us, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, when an incurred medical expense is not included on the medical fee schedules.

- f. "Emergency care" means all treatment of a "bodily injury" which manifests itself by acute symptoms of sufficient severity such that absence of immediate attention could reasonably be expected to result in death, serious impairment to bodily functions or serious dysfunction to a bodily organ or part. Such emergency care shall include all medically necessary care immediately following an "accident", including but not limited to, immediate prehospitalization care, transportation to a hospital or trauma center, emergency room care, surgery, critical and acute care. Emergency care extends during the period of initial hospitalization until the patient is discharged from acute care by the attending physician. Emergency care shall be presumed when medical care is initiated at a hospital within 120 hours of the "accident".
- g. "Family member" means a person related to the "named insured" by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the "named insured".
- h. "Health care provider" means those persons licensed or certified to perform health care treatment or services compensable as medical expenses and shall include, but not be limited to:
- (1) Hospital or health care facilities that are maintained by a state or any of its political subdivisions or licensed by the Department of Health and Senior Services;
 - (2) Other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities, including facilities for radiology and diagnostic testing, free-standing emergency clinics or offices, and private treatment centers;
 - (3) A nonprofit voluntary visiting nurse organization providing health care services other than in a hospital;
 - (4) Hospitals or other health care facilities or treatment centers located in other states or nations;
 - (5) Physicians licensed to practice medicine and surgery;
 - (6) Licensed chiropractors, dentists, optometrists, pharmacists, chiropodists (podiatrists), psychologists, physical therapists, health maintenance organizations, orthotists and prosthetists, professional nurses, occupational therapists, speech language pathologists, audiologists, physician assistants, physical therapy assistants and occupational therapy assistants;
 - (7) Registered bioanalytical laboratories;
 - (8) Certified nurse-midwives and nurse practitioners/clinical nurse-specialists; or
 - (9) Providers of other health care services or supplies including durable medical goods.
- i. "Identified injury" means the following "bodily injuries" for which the New Jersey Department of Banking and Insurance has established standard courses of medically necessary diagnosis and treatment:
- (1) Cervical Spine: Soft Tissue Injury;
 - (2) Cervical Spine: Herniated Disc/Radiculopathy;
 - (3) Thoracic Spine: Soft Tissue Injury;
 - (4) Thoracic Spine: Herniated Disc/Radiculopathy;
 - (5) Lumbar-Sacral Spine: Soft Tissue Injury;
 - (6) Lumbar-Sacral Spine: Herniated Disc/Radiculopathy; and
 - (7) Any other "bodily injury" for which the New Jersey Department of Banking and Insurance has established standard courses of appropriate diagnosis and treatment.
- j. "Income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment.
- k. "Income producer" means a person who, at the time of the "accident", was in an occupational status, earning or producing income.

- l. "Named insured" means the person or organization named in Item 1 of the Declarations and, if an individual, includes his or her spouse if the spouse is a resident of the household of the "named insured", except that if the spouse ceases to be a resident of the same household, the spouse shall be a "named insured" for the full term of the Policy in effect at the time of cessation of residency. If the covered "auto" is owned by a farm family copartnership or corporation, the term "named insured" also includes the head of the household of each family designated in the Policy as having a working interest in the farm.
 - m. "Occupying" means in, upon, getting in, on, out or off.
 - n. "Pedestrian" means any person who is not occupying, using, entering into, or alighting from a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks.
 - o. "Private passenger auto" means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:
 - (1) A private passenger or station wagon type auto;
 - (2) A van, a pickup or panel truck or delivery sedan; or
 - (3) A utility auto designed for personal use as a camper or motor home or for family recreational purposes.

A "private passenger auto" does not include:

 - (a) A motorcycle;
 - (b) An auto used as a public or livery conveyance for passengers including, but not limited to, any period of time an auto is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the auto;
 - (c) A pickup or panel truck, delivery sedan or utility auto customarily used in the occupation, profession or business of an "insured" other than farming or ranching; or
 - (d) A utility auto customarily used for the transportation of passengers other than members of the user's family or their guests.
 - p. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.
3. The following definition is added to the **Definitions** section for **Personal Injury Protection**:
- "Eligible injured person" means:
- a. The "named insured" and, if the "named insured" is an individual, any "family member", if the "named insured" or the "family member" sustains "bodily injury":
 - (1) As a result of any "accident" while occupying, using, entering into or alighting from a "private passenger auto"; or
 - (2) While a "pedestrian", caused by a "private passenger auto" or by an object propelled by or from a "private passenger auto".
 - b. Any other person who sustains "bodily injury":
 - (1) While, with your permission, that person is occupying, using, entering into or alighting from the covered "auto"; or
 - (2) While a "pedestrian", caused by the covered "auto" or as a result of being struck by an object propelled by or from the covered "auto".
4. The following is added to the **Definitions** section for **Extended Medical Expense Benefits**:
- a. "Highway vehicle" means a land motor vehicle or trailer other than:
 - (1) A "private passenger auto";
 - (2) A farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads;
 - (3) A vehicle operated on rails or crawler treads; or
 - (4) A vehicle while located for use as a residence or premises.
 - b. "Insured person" means:
 - (1) The "named insured" and, if the "named insured" is an individual, any "family member" of the "named insured", if the "named insured" or "family member" sustains "bodily injury":
 - (a) While occupying, using, entering into or alighting from a "highway vehicle"; or

- (b) While a "pedestrian", caused by a "highway vehicle".
 - (2) Any other person who sustains "bodily injury" while occupying a "highway vehicle" (other than a motorcycle or a vehicle while being used as a public or livery conveyance including, but not limited to, any period of time a vehicle is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle) if such "highway vehicle" is being operated by the "named insured" and, if the "named insured" is an individual, a "family member", or any other person using such "highway vehicle" with the permission of the "named insured"; or
 - (3) Any other person who sustains "bodily injury" occupying a covered "auto" if the covered "auto" is being operated by the "named insured" and, if the "named insured" is an individual, a "family member", or any other person using the covered "auto" with the permission of the "named insured".
5. The following is added to the **Definitions** section for **Pedestrian Personal Injury Protection**:
- a. "Eligible injured person" means:
A person who sustains "bodily injury" while a "pedestrian", caused by an "insured motor vehicle" or as a result of being struck by an object propelled by or from the "insured motor vehicle".
 - b. "Insured motor vehicle" means a self-propelled motor vehicle designed for use principally on public roads, which is not a "private passenger auto" and to which the liability coverage of this Coverage Form applies.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 87

**COMMERCIAL AUTO
CA 21 14 10 16****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NEW JERSEY UNINSURED AND UNDERINSURED
MOTORISTS COVERAGE**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$ See DA40002 **Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle" or an "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limit of any applicable liability bonds or policies has been exhausted by judgments or payments; or

- b. A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Schedule or Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

- 1. With respect to an "uninsured motor vehicle", any claim settled without our consent.
- 2. Damages for pain, suffering and inconvenience resulting from "bodily injury" caused by an "accident" involving an "uninsured motor vehicle" or an "underinsured motor vehicle", unless the injured person has a legal right to recover damages for such pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act. The injured person's legal right to recover damages for pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act will be determined by the liability tort limitation, if any, applicable to that person.
- 3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 4. The direct or indirect benefit of any insurer of property.
- 5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 6. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
- 7. The first [REDACTED] of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
- 8. "Property damage" caused by a hit-and-run vehicle.
- 9. Punitive or exemplary damages.
- 10. "Bodily injury" or "property damage" sustained by any "insured" who is an owner of a motor vehicle:
 - a. Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation; or
 - b. Required to be insured in accordance with New Jersey law or regulation, but not insured for this coverage or any similar coverage.

However, this exclusion does not apply to an individual Named Insured, and such Named Insured's spouse, unless the individual Named Insured or such Named Insured's spouse is "occupying", at the time of an "accident", a motor vehicle described in Subparagraph a. or b. above.
- 11. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the Limit Of Insurance shown in the Schedule or Declarations for Uninsured Motorists Coverage and Underinsured Motorists Coverage is the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle".
 - a. However, subject to our maximum Limit of Insurance for this coverage, if:
 - (1) An "insured" is not the individual Named Insured under this Policy;
 - (2) That "insured" is an individual Named Insured under one or more other policies providing similar coverage; and
 - (3) All such other policies have a Limit of Insurance for similar coverage which is less than the Limit of Insurance for this coverage;

then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable Limit of Insurance under any Coverage Form or policy providing coverage to that "insured" as an individual Named Insured.

b. However, subject to our maximum Limit of Insurance for this coverage, if:

- (1) An "insured" is not the individual Named Insured under this Policy or any other policy;
- (2) That "insured" is insured as a "family member" under one or more other policies providing similar coverage; and
- (3) All such other policies have a Limit of Insurance for similar coverage which is less than the Limit of Insurance for this coverage;

then the most we will pay for all damages resulting from any one "accident" with an "uninsured motor vehicle" or an "underinsured motor vehicle" shall not exceed the highest applicable Limit of Insurance under any Coverage Form or policy providing coverage to that "insured" as a "family member".

However, Paragraphs D.1.a. and D.1.b. do not apply to "employees" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured.

2. With respect to damages resulting from an "accident" involving an "uninsured motor vehicle", we will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
3. With respect to damages resulting from an "accident" involving an "underinsured motor vehicle", the Limit of Insurance shall be reduced by all sums paid by or for anyone who may be legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form attached to this Coverage Part.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any personal injury protection benefits.

E. Changes In Conditions

The Conditions are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

However, if an "insured" is:

- (1) An individual Named Insured under one or more policies providing similar coverage;
- (2) Not "occupying" a vehicle owned by that individual Named Insured; and
- (3) Not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage to that "insured" as an individual Named Insured.

However, if an "insured" is:

- (a) Insured as a "family member" under one or more policies providing similar coverage;
- (b) Not an individual Named Insured under this or any other policy; and
- (c) Not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage to that "insured" as a "family member".

- b. Any insurance we provide with respect to a vehicle:

- (1) The Named Insured does not own; or
- (2) Owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured And Underinsured Motorists Coverage under this Coverage Form,

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

- c. If the coverage under this Coverage Form is provided:

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

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

- a. Promptly notify the police if a hit-and-run driver or "stolen vehicle" is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking coverage under this endorsement must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle", and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given prompt notice, in writing, of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:
 - (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this endorsement; and
 - (2) We also have a right to recover the advanced payment.

4. The following condition is added:

Arbitration

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

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means damage to a covered "auto", or to any property of an "insured" while contained in a covered "auto".
2. "Family member" means a person related to an individual Named Insured by blood, marriage, or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident";
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent;
 - c. That, with respect to damages for "bodily injury" only, is a hit-and-run vehicle whose operator or owner cannot be identified and that hits, or causes an "accident" resulting in "bodily injury" without hitting:
 - (1) An individual Named Insured or any "family member";
 - (2) A vehicle that the Named Insured or any "family member", if the Named Insured is an individual, is "occupying"; or
 - (3) A covered "auto";
 - d. For which the only available coverage is a special automobile policy, as defined by New Jersey law; or
 - e. That is a "stolen vehicle".

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

- (1) Owned by or furnished or available for the regular use of the Named Insured or any "family member", except a "stolen vehicle", if the Named Insured is an individual;
- (2) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

- (3) Owned by any governmental unit or agency;
- (4) Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation;
- (5) Operated on rails or crawler treads;
- (6) Designed for use mainly off public roads while not on public roads; or
- (7) While located for use as a residence or premises.

5. "Underinsured motor vehicle" means the following:

a. With respect to an "insured" who:

- (1) Is not the individual Named Insured under this Policy;
- (2) Is an individual Named Insured under one or more other policies providing similar coverage; and
- (3) Is not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident", but its limit of liability is less than the highest applicable limit of liability under any Coverage Form or policy providing coverage to that "insured" as an individual Named Insured.

b. With respect to an "insured" who:

- (1) Is not the individual Named Insured under this Policy or any other policy;
- (2) Is insured as a "family member" under one or more other policies providing similar coverage; and
- (3) Is not an "employee" of a business or corporate entity designated in the Schedule or Declarations as a Named Insured;

"underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident", but its limit of liability is less than the highest applicable limit of liability under any Coverage Form or policy providing coverage to that "insured" as a "family member".

- c. With respect to any other "insured" who is not described in Paragraph **a.** or **b.** above, "underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of an "accident", but its limit of liability is less than the Limit of Insurance for this coverage.

However, an "underinsured motor vehicle" does not include any vehicle:

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law;
- (2) Owned by any governmental unit or agency;
- (3) Operated on rails or crawler treads;
- (4) Designed for use mainly off public roads while not on public roads;

- (5) While located for use as a residence or premises; or

- (6) Owned by or furnished or available for the regular use of the Named Insured or, if the Named Insured is an individual, any "family member".

6. "Stolen vehicle" means a vehicle that is a covered "auto" and, at the time of the "accident", the vehicle is operated by an unknown third person without the consent of the "insured".

POLICY NUMBER: ISA H2515552A

Endorsement Number: 88

**COMMERCIAL AUTO
CA 01 39 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

NEW MEXICO CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. The **Care, Custody Or Control** Exclusion **B.6.** contained in the Business Auto and Motor Carrier Coverage Forms is replaced by the following:

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to:

- a. Liability assumed under a sidetrack agreement; or
- b. "Property damage" to or "covered pollution cost or expense" involving a motor vehicle you do not own if it is loaned:

- (1) Without a fee to the "insured" by a licensed automobile dealer for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle; or

- (2) With a fee to the "insured" by a licensed automobile dealer or with or without a fee by anyone else for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle and the vehicle is provided under a written statement, signed by the "insured", which contains the following language:

PRIMARY LIABILITY ASSIGNMENT

In consideration of the vehicle owner entrusting the motor vehicle elsewhere described to me, I agree that my vehicle insurance or self-insurance coverage shall be primarily responsible for any loss or damage caused by or to the motor vehicle.

2. The **Care, Custody Or Control** Exclusion **4.f.** contained in the Auto Dealers Coverage Form is replaced by the following:

f. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving:

- (1) Property owned, rented or occupied by the "insured";
- (2) Property loaned to the "insured";
- (3) Property held for sale or being transported by the "insured"; or
- (4) Property in the "insured's" care, custody or control.

But this exclusion does not apply to:

- (a) Liability assumed under a sidetrack agreement; or
- (b) "Property damage" to or "covered pollution cost or expense" involving a motor vehicle you do not own if it is loaned:
 - (i) Without a fee to the "insured" by a licensed automobile dealer for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle; or
 - (ii) With a fee to the "insured" by a licensed automobile dealer or with or without a fee by anyone else for demonstration purposes, as a temporary substitute vehicle for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle and the vehicle is provided under a written statement, signed by the "insured", which contains the following language:

PRIMARY LIABILITY ASSIGNMENT

In consideration of the vehicle owner entrusting the motor vehicle elsewhere described to me, I agree that my vehicle insurance or self-insurance coverage shall be primarily responsible for any loss or damage caused by or to the motor vehicle.

B. Changes In Conditions

1. The following is added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:

When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

- a. One Coverage Form or policy provides coverage to a Named Insured who is a licensed automobile dealer; and
- b. The other Coverage Form or policy provides coverage to a person who is not engaged in that business; and

a person described in Paragraph **b.** is operating an "auto" owned by the business described in Paragraph **a.** which was loaned without a fee to that person for demonstration purposes, as a temporary substitute for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle, then the liability insurance provided by that person's Coverage Form or policy is primary and the liability insurance provided by the Coverage Form or policy issued to a business described in Paragraph **a.** is excess.

2. Paragraph **5.b.** of the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and Paragraph **5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form do not apply to a covered "auto" that has been provided under a written Primary Liability Assignment contained in Subsection C of Section 23, Chapter 59A, Article 32 NMSA, which has been signed by an "insured".

C. Changes In Definitions

The definition of "insured contract" is revised to include a written Primary Liability Assignment contained in Subsection C of Section 23, Chapter 59A, Article 32 NMSA where a motor vehicle is loaned with a fee to the "insured" by a licensed automobile dealer, or with or without a fee by anyone else, for demonstration purposes, as a temporary substitute for that person's vehicle while it is being serviced or repaired, or as a promotional courtesy vehicle or courtesy vehicle, and that vehicle is provided under the Primary Liability Assignment signed by the "insured".

POLICY NUMBER: ISA H2515552A

Endorsement Number: 89

**COMMERCIAL AUTO
CA 02 50 05 15****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

NEW MEXICO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

- A. The **Cancellation** Common Policy Condition does not apply. The following condition applies instead:**

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. If this Policy has been in effect less than 60 days and is not a renewal or continuation policy we issued, we may cancel for any reason by mailing or delivering written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, provided that the cancellation becomes effective before the Policy has been in effect for 60 days.
3. If Paragraph 2. does not apply, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 10 days' notice.
 - b. There has been a substantial change in the risk assumed by us since the Policy was issued. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 30 days' notice.
 - c. The Policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.

- d. Willful and negligent acts or omission by the "insured" have substantially increased the hazards insured against. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.
- e. Revocation or suspension of your driver's license or that of another operator who either resides in the same household or customarily operates the "auto". If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.
- f. You presented a claim based on fraud or material misrepresentation. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.

The written notice of cancellation will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this Policy.

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 you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- B. The following condition is added:**

Nonrenewal

1. If we decide not to renew or continue this Coverage Part, we will mail to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

2. If we offer to renew or continue and you do not accept, this Coverage Part will end on the expiration date of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
3. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Coverage Part will end on the effective date of that other insurance.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation or nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 90

**COMMERCIAL AUTO
CA 02 25 08 14**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, New York, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

- I. If you are an individual and a covered "auto" you own is predominantly used for nonbusiness purposes, the **Cancellation** Common Policy Condition does not apply. The following condition applies instead:

Ending This Policy

A. Cancellation

1. You may cancel the entire Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this Policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel the entire Policy for any reason provided we mail you notice within this period. If we cancel for nonpayment of premium, we will mail you at least 15 days' notice and such notice of cancellation on this ground shall inform the first Named Insured of the amount due. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you at least 20 days' notice.

3. When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:

- a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due. If we cancel for this reason, we will mail you at least 15 days' notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.
- b. Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period, other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the New York Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we cancel for this reason, we will mail you at least 20 days' notice.

- c. We replace this Policy with another one providing similar coverages and the same limits for a covered "auto" of the private passenger type. The replacement policy will take effect when this Policy is cancelled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
- d. This Policy has been written for a period of more than one year or without a fixed expiration date. We may cancel for this reason, subject to New York Laws, only at an anniversary of its original effective date. If we cancel for this reason, we will mail you at least 45 but not more than 60 days' notice.
- e. This Policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days' notice.
- f. Any "insured" made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days' notice.

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

- 4. Instead of cancellation, we may condition continuation of this Policy on a reduction of Covered Autos Liability Coverage or elimination of any other coverage. If we do this, we will mail you notice at least 20 days before the date of the change.
- 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 you any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. Nonrenewal

- 1. If this Policy is written for a period of less than one year and we decide, subject to New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Covered Autos Liability Coverage or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the policy period.
- 2. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12-month period following the effective date of the first of the successive policy periods in which the coverage was provided.
- 3. We do not have to mail notice of nonrenewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this Policy or that you no longer want it.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or nonrenewal to the address shown on the Policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

- II. For all policies other than those specified in Section I., the **Cancellation** Common Policy Condition is completely replaced by the following:

Ending This Policy

A. Cancellation

- 1. The first Named Insured shown in the Declarations may cancel the entire Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. When this Policy is in effect 60 days or less and is not a renewal or continuation policy, we may cancel the entire Policy by mailing to the first Named Insured written notice at least 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph 3. below. We will provide the first Named Insured with 20 days' written notice if we cancel for any other reason.

3. When this Policy is in effect more than 60 days or is a renewal or continuation policy, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:
 - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - b. Conviction of a crime arising out of acts increasing the hazard insured against;
 - c. Discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim thereunder;
 - d. After issuance of the Policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
 - e. Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the Policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the Policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Policy was issued or last renewed;
 - f. Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
 - g. A determination by the Superintendent that the continuation of the Policy would violate, or would place us in violation of, any provision of the Insurance Code;
 - h. Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the "insured" will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. However, if we cancel for this reason, the first Named Insured may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review our cancellation decision. We will also send a copy of this notice, simultaneously, to the Department of Financial Services; or
 - i. Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a covered "auto", other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the New York Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation.
4. Regardless of the number of days this Policy has been in effect, if:
 - a. This Policy covers "autos" subject to the provisions of Section 370 (a) and (b) of the New York Vehicle and Traffic Law; and
 - b. The Commissioner of the Department of Motor Vehicles deems this Policy to be insufficient for any reason;

we may cancel this Policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this Policy.
5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

6. The effective date of cancellation stated in the notice shall become the end of the policy period.
7. Notice will include the reason for cancellation. We will mail or deliver our notice to the first Named Insured at the address shown in the Policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

B. Notices Of Nonrenewal And Conditional Renewal

1. If we decide not to renew or continue this Policy, we will send notice as provided in Paragraph 3. below.
2. If we conditionally renew this Policy upon:
 - a. A change of limits;
 - b. A change in type of coverage;
 - c. A reduction of coverage;
 - d. An increased deductible;
 - e. An addition of exclusion; or
 - f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added; or as a result of experience rating, retrospective rating or audit;
 we will send notice as provided in Paragraph 3. below.
3. If we decide not to renew or continue this Policy, or to conditionally renew this Policy as provided in Paragraphs 1. and 2. above, we will mail the first Named Insured notice at least 60 but not more than 120 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date.
4. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that you have replaced this Policy or no longer want it.

5. Any notice of nonrenewal or conditional renewal will be mailed to the first Named Insured at the address shown in the Policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
6. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase, and description of any other changes.
7. If we violate any of the provisions of Paragraph 3., 5. or 6. above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:
 - a. And if notice is provided prior to the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this Policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel.
 - b. And if the notice is provided on or after the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this Policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
8. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
 - a. Upon expiration of the 60-day period, unless Subparagraph b. below applies; or
 - b. Notwithstanding the provisions in Paragraphs 7.a. and 7.b., as of the renewal date of the Policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the Policy.

C. With respect to the Auto Dealers Coverage Form:

1. Paragraph **F.6. Limits Of Insurance – General Liability Coverages** of **Section II – General Liability Coverages** and Paragraph **E.4. Limit Of Insurance And Deductible** of **Section III – Acts, Errors Or Omissions Liability Coverages** are amended as follows:

- a.** The Aggregate Limits Of Insurance for General Liability Coverages and the "Acts, Errors Or Omissions" Liability Aggregate Limit shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Section II, Paragraph **B.7.** of this endorsement.
- b.** The last sentence of Paragraphs **F.6.** and **E.4.** does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

2. If the Limited Product Withdrawal Expense Endorsement is attached, then Paragraph **B.2.** is amended as follows:

- a.** The Product Withdrawal Aggregate Limit shown in the Schedule will be increased in proportion to any policy extension provided in accordance with Section II, Paragraph **B.7.** of this endorsement.
- b.** The last sentence of Paragraph **B.2.** does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 91

**COMMERCIAL AUTO
CA 01 12 12 15****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NEW YORK CHANGES IN BUSINESS AUTO AND
MOTOR CARRIER COVERAGE FORMS**

For a covered "auto" licensed or principally garaged in New York, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. The third paragraph of **A. Coverage** is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense", even if the allegations of the "suit" are groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered "Autos" Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

2. Who Is An Insured does not include anyone loading or unloading a covered "auto" except you, your "employees", a lessee or borrower or any of their "employees".

3. **Supplementary Payments** is amended as follows:

- a. Paragraph **(5)** is replaced by the following:

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

- b. The following paragraphs are added:

(7) All expenses incurred by an "insured" for first aid to others at the time of an "accident".

(8) The cost of appeal bonds.

4. Paragraph **b. Out-of-state Coverage Extensions** in the Business Auto and Motor Carrier Coverage Forms is replaced by the following:

b. While a covered "auto" is used or operated in any other state or Canadian province, we will provide at least the minimum amount and kind of coverage which is required in such cases under the laws of such jurisdiction.

5. **Exclusions** is changed as follows:

- a. The **Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:

Employee Indemnification And Employer's Liability

This insurance does not apply to:

"Bodily injury" to an "employee" of the "insured" arising out of and in the course of:

- (1)** Employment by the "insured"; or
(2) Performing the duties related to the conduct of the "insured's" business.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

- b. The **Fellow Employee** Exclusion is replaced by the following:

Fellow Employee

This insurance does not apply to:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion only applies if the fellow "employee" is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.

- c. The **Handling Of Property** Exclusion does not apply.
- d. The **Movement Of Property By Mechanical Device** Exclusion does not apply.
- e. The **Operations** Exclusion does not apply.
- f. The **Completed Operations** Exclusion does not apply.
- g. The **Pollution** Exclusion does not apply.
- h. The **War** Exclusion is replaced by the following:

War

"Bodily injury" or "property damage" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

- i. The **Racing** Exclusion does not apply.
- j. The following exclusion is added:

Spousal Liability

"Bodily injury" to or "property damage" of the spouse of an "insured". However, we will pay all sums an "insured" legally must pay if named as a third-party defendant in a legal action commenced by his or her spouse against another party.

6. If the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations is equal to or greater than \$160,000, the **Limit Of Insurance** provision is changed by the following:

Limit Of Insurance applies except that we will apply the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act for:

- a. "Bodily injury" not resulting in death of any one person caused by any one "accident";
- b. "Bodily injury" not resulting in death of two or more persons caused by any one "accident";
- c. "Bodily injury" resulting in death of any one person caused by any one "accident";
- d. "Bodily injury" resulting in death of two or more persons caused by any one "accident"; or
- e. "Property damage" in any one "accident".

This provision will not change our total Limit of Insurance.

7. If the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations is less than \$160,000, the **Limit Of Insurance** provision is replaced by the following:

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 Covered Autos Liability Coverage shown in the Declarations, except for those damages for "bodily injury" resulting in death. We will apply the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act as follows:

- a. "Bodily injury" not resulting in death of any one person caused by any one "accident";
- b. "Bodily injury" not resulting in death of two or more persons caused by any one "accident"; or
- c. "Property damage" in any one "accident".

This provision will not change our total Limit of Insurance.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

In addition, our Limit of Insurance for "bodily injury" resulting in death is as follows:

- a. Up to \$50,000 for "bodily injury" resulting in death of any one person caused by any one "accident"; and
- b. Up to \$100,000 for "bodily injury" resulting in death of two or more persons caused by any one "accident", subject to a \$50,000 maximum for any one person.

If the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations is not exhausted by payment of damages for:

- a. "Bodily injury" not resulting in death;
- b. "Property damage"; or
- c. "Covered pollution cost or expense";

any remaining amounts will be used to pay damages for "bodily injury" resulting in death, to the extent the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations is not increased.

8. If forming part of the Policy, the Nuclear Energy Liability Exclusion (Broad Form) Endorsement does not apply to the Commercial Auto Coverage Part.

B. Changes In Trailer Interchange Coverage

Paragraph **A.2.** of **Section III – Trailer Interchange Coverage** in the Motor Carrier Coverage Form is replaced by the following:

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages, even if the allegations of the "suit" are groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

C. Changes In Physical Damage Coverage

1. The **Owned Autos You Acquire After The Policy Begins** provision of Section I – **Covered Autos** is replaced by the following:

Owned Autos You Acquire After The Policy Begins

- a. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- b. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - (1) We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - (2) You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
- c. Notwithstanding the provisions of Paragraphs **a.** and **b.**, during the term of the Coverage Part, Physical Damage Coverage for an additional or replacement private passenger "auto" shall not become effective until you notify us and request coverage for the "auto".

However, if you replace a private passenger "auto" currently insured with us for a continuous period of at least 12 months, we will provide the same coverage which applied to the replaced "auto", without a coverage request, for five calendar days beginning on the date you acquired the replacement "auto". After five calendar days, coverage will not apply until you request coverage for the "auto".

2. The **War Or Military Action** Exclusion is replaced by the following:

War Or Military Action

War, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

3. **Deductible** is replaced by the following:

Deductible

For each covered "auto", our obligation to pay for, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.

4. The following provisions are added to **Physical Damage Coverage** and apply in place of any conflicting policy provisions:

a. Mandatory Inspection For Physical Damage Coverage

(1) We have the right to inspect any private passenger "auto", including a non-owned "auto", insured or intended to be insured under this Coverage Part before physical damage coverage shall become effective, except to the extent that this right is prescribed and limited by New York State Department of Financial Services' Insurance Regulation No. 79 (11 NYCRR 67) or Section 3411 of the New York Insurance Law.

(2) When an inspection is required by us, you must cooperate and make the "auto" available for the inspection.

b. "Auto" Repairs Under Physical Damage Coverage

Payment of a physical damage "loss" shall not be conditioned upon the repair of the "auto". We may not require that repairs be made by a particular repair shop or concern.

c. Recovery Of Stolen Or Abandoned "Autos"

If a private passenger "auto" insured under this Coverage Part for physical damage coverage is stolen or abandoned, we or our authorized representative shall, when notified of the location of the "auto", have the right to take custody of the "auto" for safekeeping.

D. Changes In Conditions

1. Paragraphs **a.** and **b.(2)** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms are replaced by the following:

We have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us:

- a.** In the event of "accident", claim, "suit" or "loss", you or someone on your behalf must give us or our authorized representative notice as soon as reasonably possible 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.

Written notice by or on behalf of the injured person or any other claimant to our authorized representative shall be deemed notice to us.

- b.** Additionally, you and any other involved "insured" must:

- (2) Send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" as soon as reasonably possible.

2. The **Legal Action Against Us** Condition in the Business Auto and Motor Carrier Coverage Forms is replaced by the following:

Legal Action Against Us

- a.** Except as provided in Paragraph **b.**, no one may bring a legal action against us until:

- (1) There has been full compliance with all of the terms of the Coverage Form; and
- (2) Under Covered Autos Liability Coverage, we, by written agreement with the "insured" and the claimant, agree that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No person or organization has any right under this Policy to bring us into any action to determine the "insured's" liability.

- b. With respect to "bodily injury" claims, if we deny coverage or do not admit liability because an "insured" or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an "insured":

- (1) Brings an action to declare the rights of the parties under the Policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

3. Paragraph **d.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **h. Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

When this Coverage Form and any valid and collectible insurance under 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.

4. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as soon as practicable, as required under this Coverage Part, shall not invalidate any claim made by the "insured", injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the "insured", injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

5. The **Loss Payment – Physical Damage Coverages** Condition is replaced by the following:

Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for or replace damaged or stolen property; or
- b. Return the stolen or damaged property, at our expense. We will pay for any damage that results to the "auto" from the "loss".

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

6. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition in the Business Auto and Motor Carrier Coverage Forms is changed as follows:

This condition does not apply to liability coverage.

7. The **Premium Audit** Condition is amended by the addition of the following:

An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the Policy or the anniversary date, if this is a continuous policy or a policy written for a term longer than one year. But the audit may be waived if:

- a. The total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500; or
- b. The Policy requires notification to the insurer with specific identification of any additional exposure units (e.g., autos) for which coverage is requested.
- c. Except as provided in Paragraphs **a.** and **b.** above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

E. Changes In Definitions

The **Definitions** section in the Business Auto and Motor Carrier Coverage Forms is changed as follows:

1. The "covered pollution cost or expense" definition is replaced by the following:

"Covered pollution cost or expense" means any cost or expense arising out of:

- a. Any request, demand, order or statutory or regulatory requirement; or
- b. Any claim or "suit" by or on behalf of a governmental authority demanding;

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

2. The "insured contract" definition is replaced by the following:

"Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. That part of any contract or agreement entered into, as part of your business, by you or any of your employees, pertaining to the rental or lease of any "auto"; or
- g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- a. 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;
- b. 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; or
- c. Under which the "insured" assumes liability for injury or damage caused by the dumping, discharge or escape of:

- (1) Irritants, pollutants or contaminants that are, or that are contained in, any property that is:

- (a) Being moved from the place where such property or pollutants are accepted by the "insured" for movement into or onto the covered "auto";
- (b) Being transported or towed by the covered "auto";
- (c) Being moved from the covered "auto" to the place where such property or pollutants are finally delivered, disposed of or abandoned by the "insured";
- (d) Otherwise in the course of transit; or
- (e) Being stored, disposed of, treated or processed in or upon the covered "auto" other than 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.

- (2) Irritants, pollutants or contaminants not described in Paragraph (1) above unless:

- (a) The pollutants or any property in which the pollutants are contained is upset, overturned or damaged as a result of the maintenance or use of the covered "auto"; and

- (b) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

3. The "mobile equipment" definition is replaced by the following:

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles not described in Paragraph a., b., c. or d. 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":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

"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".

However, the operation of:

- a. Equipment described in Paragraphs f.(2) and f.(3) above; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

is considered operation of "mobile equipment" and not operation of an "auto".

F. Changes In Forms And Endorsements

- 1. All references to Underinsured Motorists Coverage shall mean Supplementary Uninsured/Underinsured Motorists Coverage.
- 2. If the Garagekeepers Coverage endorsement or the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, then:
 - a. Paragraph B.2. is replaced by the following:
 - 2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages, even if the allegations of the "suit" are groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

b. Exclusion 3. is replaced by the following:

3. We will not pay for "loss" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

3. If the Auto Medical Payments Coverage endorsement is attached, then Exclusion C.6. is replaced by the following:

6. "Bodily injury" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

4. If the Single Interest Automobile Physical Damage Insurance Policy is attached, the War Exclusion is replaced by the following:

This insurance does not apply to "loss" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

5. If the Stated Amount Insurance endorsement is attached, then Paragraph C.2. of that endorsement does not apply.

6. If the Trailer Interchange Coverage endorsement is attached, then Paragraph A.2. is replaced by the following:

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages, even if the allegations of the "suit" are groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

7. If the Motor Carrier Endorsement is attached, then Paragraph B.1.c. is replaced by the following:

c. We have the right and duty to defend any "insured" against a "suit" asking for these damages, even if the allegations of the "suit" are groundless, false or fraudulent. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 92

**COMMERCIAL AUTO
CA 22 32 11 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

NEW YORK MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT

The Company agrees with the named insured, as follows:

Section I

Mandatory Personal Injury Protection

The Company will pay first-party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period and within the United States of America, its territories or possessions, or Canada.

First-party Benefits

First-party benefits, other than death benefits, are payments equal to basic economic loss, reduced by the following:

- (a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits, or disability benefits under article 9 of the New York Workers' Compensation Law;
- (c) The amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first-party benefits otherwise payable to the named insured and any relative as a result of that accident.

Basic Economic Loss

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed \$50,000, except that any death benefit hereunder shall be in addition thereto.

Medical Expense

Medical expense shall consist of necessary expenses for:

- (a) Medical, hospital (including services rendered in compliance with article 41 of the Public Health Law, whether or not such services are rendered directly by a hospital), surgical, nursing, dental, ambulance, X-ray, prescription drug and prosthetic services;
- (b) Psychiatric, physical and occupational therapy and rehabilitation;
- (c) Any nonmedical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and
- (d) Any other professional health services.

These medical expenses will not be subject to a time limitation, provided that, within one year after the date of the accident, it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of section 5108 of the New York Insurance Law.

Work Loss

Work loss shall consist of the sum of the following losses and expenses, up to a maximum payment of \$2,000 per month for a maximum period of three years from the date of the accident:

- (a) Loss of earnings from work which the eligible injured person would have performed had such person not been injured, except that an employee who is entitled to receive monetary payments, pursuant to statute or contract with the employer, or who receives voluntary monetary benefits paid for by the employer, by reason of such employee's inability to work because of personal injury arising out of the use or operation of a motor vehicle or a motorcycle, shall not be entitled to receive first-party benefits for loss of earnings from work to the extent that such monetary payments or benefits from the employer do not result in the employee suffering a reduction in income or a reduction in such employee's level of future benefits arising from a subsequent illness or injury; and
- (b) Reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to \$25 per day for a period of one year from the date of the accident causing injury.

Death Benefit

Upon the death of any eligible injured person, caused by an accident to which this coverage applies, the Company will pay to the estate of such person a death benefit of \$2,000.

Eligible Injured Person

Subject to the exclusions and conditions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle;
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle, while not occupying a motorcycle;
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle in the State of New York while not occupying another motor vehicle; or

- (d) Any New York State resident who sustains personal injury arising out of the use or operation of the insured motor vehicle outside of New York State while not occupying another motor vehicle.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) The named insured while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (d) Any person in New York State while occupying the insured motor vehicle which is a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a named insured or relative under any other policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his or her own personal injury;

- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first-party benefits that are paid or payable; or
- (h) Any person while:
 - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) Operating a motor vehicle in a race or speed test;
 - (iii) Operating or occupying a motor vehicle known to that person to be stolen; or
 - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if the conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.
- (i) The named insured or relative while not occupying a motor vehicle or a motorcycle when struck by a motorcycle in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;
- (j) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner or a relative of the owner of a motor vehicle insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act;

- (k) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State, if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect.

Other Definitions

When used in reference to this coverage:

- (a) The "insured motor vehicle" means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;
- (b) "Motorcycle" means a vehicle as defined in section 123 of the New York Vehicle and Traffic Law and which is required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law;
- (c) "Motor vehicle" means a motor vehicle, as defined in section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any motor vehicle not required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law, or a motorcycle as defined above;
- (d) "Named insured" means the person or organization named in the Declarations;
- (e) "Occupying" means in or upon or entering into or alighting from;
- (f) "Personal injury" means bodily injury, sickness or disease;
- (g) "Relative" means a spouse, child, or other person related to the named insured by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the insured's household, including any such person who regularly resides in the household, but is temporarily living elsewhere; and
- (h) "Use or operation" of a motor vehicle or a motorcycle includes the loading or unloading of such vehicle.

Conditions

Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with the terms of this coverage.

Notice. In the event of an accident, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person, to the Company, or any of the Company's authorized agents, as soon as reasonably practicable, but in no event more than 30 days after the date of the accident, unless the eligible injured person submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. If an eligible injured person or that person's legal representative institutes a proceeding to recover damages for personal injury under section 5104(b) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or that person's legal representative.

Proof of Claim; Medical, Work Loss, and Other Necessary Expenses. In the case of a claim for health service expenses, the eligible injured person or that person's assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable but, in no event later than 45 days after the date services are rendered. The eligible injured person or that person's representative shall submit written proof of claim for work loss benefits and for other necessary expenses to the Company as soon as reasonably practicable but, in no event, later than 90 days after the work loss is incurred or the other necessary services are rendered. The foregoing time limitations for the submission of proof of claim shall apply unless the eligible injured person or that person's representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. Upon request by the Company, the eligible injured person or that person's assignee or representative shall:

- (a) Execute a written proof of claim under oath;
- (b) As may reasonably be required submit to examinations under oath by any person named by the Company and subscribe the same;
- (c) Provide authorization that will enable the Company to obtain medical records; and
- (d) Provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company, when, and as often as, the Company may reasonably require.

Arbitration. In the event any person making a claim for first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Financial Services.

Reimbursement and Trust Agreement. To the extent that the Company pays first-party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for personal injury under section 5104(b) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first-party benefits. An eligible injured person shall:

- (a) Hold in trust, for the Company, all rights of recovery which that person shall have for personal injury under section 5104(b) of the New York Insurance Law;
- (b) Do whatever is proper to secure, and shall do nothing to prejudice, such rights; and
- (c) Execute, and deliver to the Company, instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

An eligible injured person shall not compromise an action to recover damages brought under section 5104(b) of the New York Insurance Law, except:

- (a) With the written consent of the Company;
- (b) With approval of the court; or
- (c) Where the amount of the settlement exceeds \$50,000.

Other Coverage. Where more than one source of first-party benefits required by article 51 of the New York Insurance Law and article 6 or 8 of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first-party benefits. An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first-party motor vehicle or no-fault motor vehicle insurance coverage issued in compliance with the laws of another state.

If the eligible injured person is entitled to benefits under any such mandatory first-party motor vehicle or no-fault motor vehicle insurance for the same elements of loss under this coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amount available under this coverage and the amount available under such other mandatory insurance for the common elements of loss. However, where another state's mandatory first-party or no-fault motor vehicle insurance law provides unlimited coverage available to an eligible injured person for an element of loss under this coverage, the obligation of this Company is to share equally for that element of loss with such other mandatory insurance until the \$50,000, or \$75,000 if Optional Basic Economic Loss (OBEL) coverage is purchased, limit of this coverage is exhausted by the payment of that element of loss and any other elements of loss.

Section II

Excess Coverage

If motor vehicle medical payments coverage or any disability coverages or uninsured motorists coverage are afforded under this policy, such coverages shall be excess insurance over any Mandatory PIP, OBEL or Additional PIP benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle No-Fault insurance policy.

Section III

Constitutionality

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Motor Vehicle Insurance Reparatons Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Financial Services, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

These amendments and recomputations will be effective retroactively to the date that such act or any amendment is deemed to be invalid or unenforceable in whole or in part.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 93

**COMMERCIAL AUTO
CA 01 26 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

NORTH CAROLINA CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. The Covered Autos Liability Limit of Insurance applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by North Carolina law as follows:
 - a. \$30,000 for "bodily injury" to any one person caused by any one "accident";
 - b. \$60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
 - c. \$25,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

2. If the policy provides Covered Autos Liability Coverage only for owned "autos", a temporary substitute for one of these will also be considered a covered "auto", subject to the following provisions:
 - a. The owned "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
 - b. The temporary substitute must be owned by someone other than you or a member of your household.
 - c. The temporary substitute must be with the permission of the owner.
 - d. The Covered Autos Liability Coverage for the temporary substitute is excess over any other collectible insurance.

B. Changes In Physical Damage Coverage

Paragraph **A.3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles** in the Business Auto and Motor Carrier Coverage Forms and Paragraph **F.1.b. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles** in the Auto Dealers Coverage Form are replaced by the following:

Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by the covered "auto's" collision or overturn and "loss" caused by hitting a bird or animal considered a "loss" under Collision Coverage.

C. Changes In Uninsured Motorists Coverage

The Limit of Insurance applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by North Carolina law as follows:

1. \$30,000 for "bodily injury" to any one person caused by any one "accident";

2. \$60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
3. \$25,000 for "property damage" caused by any one "accident".

This provision will not change the total Limit of Insurance.

D. Changes In Auto Medical Payments Coverage

If the Auto Medical Payments Coverage endorsement is attached, then Exclusion **C.5.** relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos", applies only if workers' compensation benefits are available.

E. Changes In Garagekeepers Coverage

If the policy provides Garagekeepers Coverage, any deductible will apply only to the amount of "loss" and will not reduce the Limit of Insurance.

F. Changes In Conditions

1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
 2. We may cancel any type or limit of coverage provided by this policy to the extent that it cannot be ceded to the North Carolina Reinsurance Facility as follows:
 - a. If this policy has been 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:
 - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
 - b. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:
 - (1) Expiration of the policy term; or
 - (2) Anniversary date;
 stated in the policy only for one or more of the following reasons:
 - (a) Nonpayment of premium. Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date set forth in the notice of cancellation.

- (b) An act or omission by the "insured" or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy, or presenting a claim under this policy.
- (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk.
- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk.
- (e) A fraudulent act against us by the "insured" or his or her representative that materially affects the insurability of the risk.
- (f) Willful failure by the "insured" or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.
- (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.
- (h) Conviction of the "insured" of a crime arising out of acts that materially affect the insurability of the risk.
- (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina.
- (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We may cancel any type or limit of coverage provided by the policy to the extent that it can be ceded to the North Carolina Reinsurance Facility only for one or more of the following reasons by mailing to the first Named Insured at least 15 days' notice at the last address known to us:

- (1) Nonpayment of premium.
- (2) You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.
- (3) Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".
- (4) This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.

2. To the extent that any type or limit of coverage provided by this policy cannot be ceded to the North Carolina Reinsurance facility, the following provision is added and supersedes any other provisions to the contrary:

Nonrenewal

- a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
 - (1) Expiration of the policy if it has been written for one year or less; or
 - (2) Anniversary date if it is a continuous policy or has been written for more than one year or for an indefinite term.
- b. We need not mail or deliver the notice of nonrenewal if you have:
 - (1) Insured property covered under this policy under any other insurance policy;
 - (2) Accepted replacement coverage; or
 - (3) Requested or agreed to nonrenewal of this policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

- d. The written notice of cancellation or nonrenewal will:

- (1) Be mailed or delivered to the first Named Insured and any designated loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

- (2) State the reason or reasons for cancellation or nonrenewal.

3. To the extent that any type or limit of coverage provided by this policy can be ceded to the North Carolina Reinsurance Facility, the following provision is added and supersedes any other provision to the contrary:

Nonrenewal

We may nonrenew this policy only for one or more of the following reasons:

- a. Nonpayment of premium.
- b. You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance facility.
- c. Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".
- d. This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.
- e. You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

4. Common Policy Condition **B. Changes** is changed to read as follows:

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium for that change as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

5. Loss Condition 1. Appraisal For Physical Damage Loss is replaced by the following:

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, in writing, 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.

6. The following is added to Loss Conditions:

Appraisal For Property Damage

In the event of an "accident":

1. If the claimant and we fail to agree as to the difference in fair market value of the motor vehicle immediately before and immediately after the "accident" and the difference in the claimant's and our estimate of the diminution in fair market value of the vehicle is greater than \$2,000 or 25% of the fair market retail value of the vehicle prior to the "accident" as determined by the latest edition of the National Automobile Dealers Association Pricing Guide Book or other publications approved by the Commissioner of Insurance, whichever is less; and
2. Liability for coverage for the claim is not in dispute;

then on the written demand of either the claimant or us, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days after the demand.

Should the appraisers fail to agree, they shall then select a competent and disinterested appraiser to serve as an umpire. If the appraisers cannot agree upon an umpire within 15 days, either the claimant or we may request that a magistrate resident in the county where the insured motor vehicle is registered or the county where the "accident" occurred select the umpire.

The umpire then shall prepare a report determining the amount of "property damage" and shall file the report with us and the claimant.

The claimant or we shall have 15 days from the filing of the report to reject the report and notify the other party of such rejection. If the report is not rejected within 15 days from the filing of the report, the report shall be binding upon both the claimant and us.

Each appraiser shall be paid by the party selecting the appraiser, and the expenses of appraisal and umpire shall be paid by the parties equally.

If either party elects to have an appraisal to determine the amount of "property damage", then the amount of "property damage" cannot be decided through arbitration.

7. Paragraph 2. of the Concealment, Misrepresentation Or Fraud General Conditions is amended by the addition of the following:

This condition does not apply for coverage up to the minimum limits of liability required by the North Carolina Financial Responsibility Act of 1957.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 94

**COMMERCIAL AUTO
CA 21 16 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NORTH CAROLINA UNINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or garaged in, or "auto dealer operations" conducted in, North Carolina, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$ See DA40002

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "uninsured motor vehicle" in this endorsement applies in its entirety unless an "X" is entered below:

☐ If an "X" is entered in this box, Paragraph **b.** of the definition of "uninsured motor vehicle" does not apply.

A. Coverage

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

- a. An "uninsured motor vehicle" because of "bodily injury" sustained by the "insured" and caused by an "accident"; and
- b. An "uninsured motor vehicle", as defined in Paragraphs **a.** and **c.** of the definition of "uninsured motor vehicle", because of "property damage" caused by an "accident".

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

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:

- a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
- b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without sending us a copy of the summons, complaint or other process against an uninsured motorist is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This coverage does not apply to:

1. Any claim settled by the "insured" or any legal representative of the "insured" without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. The direct or indirect benefit of any insurer of property.
4. An "auto" or property contained in the "auto" other than a covered "auto".
5. The first [REDACTED] of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. Punitive or exemplary damages.
8. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle:
 - (1) The Named Insured does not own; or
 - (2) Owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

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

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

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

- a. Promptly notify the police if a hit-and-run driver is involved.
- b. Promptly send us copies of the legal papers if a "suit" is brought. A "suit" may not be brought against anyone legally responsible for the use of any "auto" involved in the "accident" until 60 days after an "insured" notifies us or our agent of his or her belief that the prospective defendant is an uninsured motorist.
- c. Any person who intends to pursue recovery against the owner or operator of an "uninsured motor vehicle", as described in Paragraph **b.** of the definition of "uninsured motor vehicle", for damages beyond those paid or payable under this policy shall give us:
 - (1) Notice of such intent; and
 - (2) The opportunity to participate, at our expense, in the prosecution of such claim.
- d. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed as follows:

- a. If we make any payment on the Named Insured's behalf, we are entitled to recover what we paid from other parties. The Named Insured must transfer rights of recovery against others to us. The Named Insured must do everything necessary to secure these rights and do nothing to jeopardize them.

However, our rights under this paragraph do not apply with respect to vehicles described in Paragraphs **F.4.a.**, **c.** and **d.** of the definition of "uninsured motor vehicle". For these vehicles, if we make any payment and the Named Insured recovers from another party, that Named Insured must hold the proceeds in trust for us and pay us back the amounts we have paid.

- b.** Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

(1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

(2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motor Vehicle Coverage; and

(2) We also have a right to recover the advanced payment.

- 4.** The following condition is added:

Arbitration

- a.** If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. The "insured" may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. If the "insured" elects not to arbitrate, our liability will be determined only in an action against us. In any action against us, except an action to determine whether a vehicle is an "uninsured motor vehicle", we may require the "insured" to join the owner or driver of the vehicle as a party defendant.

If the "insured" elects arbitration to determine the amount of "property damage", then the Appraisal For Property Damage Condition does not apply.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury to or destruction of the property of an "insured".

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which neither a bond or policy nor cash or securities on file with the North Carolina Commissioner of Motor Vehicles provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act.

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all bodily injury liability bonds or policies at the time of an "accident" provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act, but their limits are either:

(1) Less than the limits of underinsured motorists coverage applicable to a covered "auto" that the Named Insured owns involved in the "accident";

(2) Less than the limits of this coverage, if a covered "auto" that the Named Insured owns is not involved in the "accident"; or

- (3) Reduced by payments to others injured in the "accident" to an amount which is less than the Limit of Insurance for this coverage.

However, an underinsured motor vehicle does not include a "covered auto" unless the limit of Uninsured Motorists Coverage shown in the Declarations or Schedule is greater than the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations of this policy.

- c. For which the insuring or bonding company denies coverage or is or becomes insolvent.
- d. That is a hit-and-run vehicle causing "bodily injury" to an "insured" and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.
- b. Owned by:
 - (1) The United States of America;
 - (2) Canada;
 - (3) A state; or
 - (4) An agency, except vehicles owned by political subdivisions of (1), (2) or (3) above.
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 95

**COMMERCIAL AUTO
CA 01 32 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OKLAHOMA CHANGES**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. Paragraph **C. Limit Of Insurance** in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.5. Limit Of Insurance – Covered Autos Liability** in the Auto Dealers Coverage Form are changed by adding the following:

Covered Autos Liability Coverage is provided in this Coverage Part in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

2. Paragraph **2.b.(4)** of the **Who Is An Insured** provision of the Auto Dealers Coverage Form does not apply.

B. Changes In Conditions

1. Paragraph **c.(2)** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and Paragraph **c.(2)** of the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form are replaced by the following:

- (2) Take all reasonable steps, at our expense, to protect the covered "auto" from further damage. Also, keep a record of your expenses for consideration in the settlement of the claim.

2. The **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are changed by adding the following:

When two policies providing liability coverage apply to an "auto" and:

- a. One provides coverage to a named insured who is an authorized motor vehicle dealer; and
- b. The other provides coverage to a person not engaged in that business; and
- c. At the time of an "accident" a person described in **b.** is operating the "auto", then that person's liability insurance is primary and the dealer's liability insurance is excess over any insurance available to that person, provided:
 - (1) The person is operating the "auto" with the permission of the dealer;
 - (2) The change in financial responsibility is evidenced by a release signed by the person operating the "auto"; and
 - (3) No fee or lease charge has been made by the dealer for the use of the "auto".

POLICY NUMBER: ISA H2515552A

Endorsement Number: 96

**COMMERCIAL AUTO
CA 01 49 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

OREGON CHANGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. Paragraph **2.b.(4)** of the **Who Is An Insured** provision in the Auto Dealers Coverage Form is replaced by the following:

(4) Your customers. However, if a customer of yours:

(a) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the following minimum limits specified by the Oregon Financial Responsibility Law:

(i) [REDACTED] for each "accident", which is the minimum combined single limit of liability; or

(ii) [REDACTED] for each "accident", which is the minimum split limit of liability.

(b) Has other available insurance (whether primary, excess or contingent) less than the following minimum limits specified by the Oregon Financial Responsibility Law, they are an "insured" only for the amount by which such limits exceed the limit of their other insurance:

(i) [REDACTED] for each "accident", which is the minimum combined single limit of liability; or

(ii) [REDACTED] for each "accident", which is the minimum split limit of liability.

2. Paragraph **b.(1)** of the **Out-of-state Coverage Extensions** is replaced by the following:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the minimum limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used, but this does not apply to any law governing motor carriers of passengers or property.

3. The following is added to the **Limit Of Insurance** provision of the Business Auto and Motor Carrier Coverage Forms and the **Limit Of Insurance – Covered Autos Liability** provision of the Auto Dealers Coverage Form:

We will provide primary insurance for a vehicle that you do not own if such vehicle is owned by a self-insurer as qualified under the Oregon Financial Responsibility Law.

B. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

If you and we disagree on the amount of "loss", both parties may agree to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then 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.

However, we will reimburse you for reasonable appraisal costs if the final appraisal decision of the "loss" is greater than the amount of our last offer prior to incurring appraisal costs.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

- a. Subject to Paragraphs **b.** and **c.** below, we will retain the right to deny a claim made by the "insured" or any other person if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.
- b. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this policy unless:

- (1) The statements are contained in a written application; and

- (2) A copy of the application is endorsed upon or attached to this policy when issued.

- c. In order to use any representation made by you or on your behalf in defense of a claim under the policy, we must show that the representations are material and that we relied on them.

3. The following is added to the Other Insurance Condition of the Auto Dealers and Business Auto Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions Condition of the Motor Carrier Coverage Form:

When coverage provided under a certificate of self-insurance is available, any motor vehicle liability insurance coverage we provide will be on a primary basis unless otherwise agreed to by the self-insurer.

POLICY NUMBER: ISA H2515552A

ENDORSEMENT NUMBER: 97

COMMERCIAL AUTO
CA 22 36 11 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OREGON PERSONAL INJURY PROTECTION**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Benefits	Limit Per Person
Medical And Hospital Expenses	\$ [REDACTED] Less Deductible, if any
Income Continuation Expenses	\$ [REDACTED] Per Month
Loss Of Services Expenses	\$ [REDACTED] Per Day
Funeral Expenses	\$ [REDACTED]
Child Care Expenses	\$ [REDACTED] Per Day, up to a Maximum of [REDACTED]
Coverage for medical and hospital expenses is subject to a deductible of \$ applicable to: <input type="checkbox"/> You <input type="checkbox"/> You and each "family member" <input type="checkbox"/> You or the "family member(s)" named below:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the Policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits to an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of an "auto" as an "auto". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical And Hospital Expenses

All reasonable and necessary expenses incurred within two years from the date of the "accident" for medical, hospital, dental, surgical, ambulance and prosthetic services.

2. Income Continuation Expenses

70% of the "insured's" loss of income from work during a period of disability caused by "bodily injury" sustained by such person in the "accident", provided that:

- a. Such person was usually engaged in a paying occupation at the time of the "accident";
- b. The period of such disability continues for at least 14 days; and
- c. Income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation and is subject to a maximum payment period in the aggregate of 52 weeks.

3. Loss Of Services Expenses

Expenses reasonably incurred during a period of disability caused by "bodily injury" sustained by an "insured" in the "accident" for essential services that were performed by a person who is not related to the "insured", or residing in the "insured's" household, in lieu of those such person would have performed without income, provided that:

- a. Such person was not usually engaged in a paying occupation at the time of the "accident";
- b. The period of such disability continues for at least 14 days; and

- c. Loss of services expenses shall include only expense for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services and is subject to a maximum payment period in the aggregate of 52 weeks.

However, loss of services expenses shall not include child care expenses.

4. Funeral Expenses

Reasonable and necessary expenses for professional funeral services incurred within one year after the date of the "accident".

5. Child Care Expenses

Expenses reasonably incurred for the care of a minor child of an "insured" who has sustained "bodily injury" in the "accident", provided:

- a. The "insured" is the parent of the minor child and is required to be hospitalized for a minimum of 24 hours; and
- b. Payments begin after the initial 24 hours of hospitalization and are made for as long as the "insured" is unable to return to work if he or she is usually engaged in a paying occupation. If such person was not usually engaged in a paying occupation at the time of the "accident", then payment will continue for as long as he or she is unable to perform essential services that he or she would have performed without income.

B. Who Is An Insured

1. You, if you sustain "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".
2. If you are an individual, any "family member" who sustains "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".
3. Any other person who sustains "bodily injury" while "occupying" or using the "covered auto" with your permission or, while a "pedestrian", through being struck by a "covered auto".

C. Exclusions

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

1. Sustained by any person:
 - a. Who intentionally causes injury to himself or herself;
 - b. While participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest; or
 - c. Who willfully conceals or misrepresents any material fact in connection with a claim for Personal Injury Protection benefits.
2. That results in the application of income continuation expenses and loss of service expenses, sustained by any "pedestrian" other than you or a "family member" in an "accident" that occurs outside the State of Oregon.
3. 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.
4. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
5. Sustained by you or any "family member" while "occupying" any "auto" you own or furnished or available for your regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.
6. Sustained by a "family member" while "occupying" any "auto" owned by such "family member" or furnished or available for the "family member's" regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.

D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or "covered autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by any one "insured" in any one "auto" "accident" is the Limit Per Person amount shown in the Schedule.

2. Any amount paid under this coverage will be reduced by any amount paid or payable by any workers' compensation or any other similar medical or disability benefits law (excluding Medicare and Medicaid).
3. Any amount payable under this coverage to you or a "family member" will reduce any amount payable for damages under this Coverage Form's Uninsured Motorists Coverage.
4. Any amount paid under this coverage to an "insured" will reduce any amount the "insured" may be entitled to recover for the same damages under this Coverage Form's Covered Autos Liability Coverage.
5. Any amount payable for medical and hospital expenses shall be reduced by the amount of the deductible you may elect. If you elect a deductible, it will be shown in the Schedule. The deductible applies only to you and/or any "family member".

E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. The following is added to **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form:
 - a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
 - b. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:
 - (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
 - (2) Such other information that will help us determine the amount due and payable.
 - c. The "insured" or his or her legal representative shall give us authorization, each time we request it, to obtain medical reports, copies of records and information with respect to loss of income.

- d. We may require that the "insured", as a condition for receiving income continuation expenses, cooperate in furnishing us reasonable medical proof of his or her inability to work.

2. The **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

The coverage provided in this endorsement is excess for:

- a. "Bodily injury" sustained by any "pedestrian", other than you or any "family member". This coverage is excess to the extent that amounts are paid or payable to or for such "pedestrian" under any collateral benefits, including but not limited to:

- (1) Insurance benefits under another policy issued by us or another company;
- (2) Governmental benefits (except Medicare and Medicaid benefits);
- (3) Gratuitous benefits; or
- (4) Oregon Personal Injury Protection benefits.

- b. "Bodily injury" sustained by you or any "family member" while "occupying" any "auto", other than the "covered auto", with respect to which Oregon Personal Injury Protection benefits are in effect.

3. The following conditions are added:

a. **Reimbursement And Trust**

In the event of payment to any person of any benefits under this endorsement:

- (1) We shall be entitled to reimbursement or subrogation in accordance with the provisions of the Oregon Insurance Code.
- (2) We are entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the "insured" against any person or organization legally responsible for the "accident", to the extent benefits were paid, less our share of expenses, costs and attorneys' fees incurred by the "insured" in connection with such recovery.
- (3) The "insured" shall hold in trust for our benefit all his or her rights of recovery to the extent of benefits furnished.

- (4) The "insured" shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.

- (5) If we request in writing, the "insured" shall take, through any representative not in conflict of interest with him or her, designated by us, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the "insured", but only to the extent of benefits furnished by us. In the event of recovery, we shall also be reimbursed out of such recovery for the "insured's" share of expenses, costs and attorneys' fees incurred by us in connection with the recovery.

- (6) The "insured" shall execute and deliver to us such instructions and papers as may be appropriate to secure the rights and obligations of the "insured" and us as established by this provision.

b. **Arbitration**

- (1) If we and an "insured" disagree whether the "insured" is entitled to recover Personal Injury Protection benefits, or do not agree as to the amount payable under this coverage, then if both parties agree at the time of the dispute, the matter shall be arbitrated.

In the event of arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the choice of the third arbitrator within 30 days, either may request that selection be made by a judge of a court of record in the county and state in which such arbitration is pending. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Costs to the "insured" of the arbitration proceedings shall not exceed \$100, and all other costs of arbitration shall be borne by us. However, attorneys' fees and fees paid to medical or other expert witnesses are not arbitration expenses and are to be paid by the party incurring them.

- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. Coordination And Nonduplication

Any automobile medical payments coverage afforded under this Coverage Part is excess over any medical expense benefits paid or payable under this endorsement or any other automobile insurance policy covering "bodily injury" to an "insured".

F. Additional Definitions

As used in this endorsement:

1. "Covered auto" means a "private passenger auto" to which the "bodily injury" Covered Autos Liability Coverage of the Policy applies and for which a specific premium is charged.
2. "Family member" means a spouse and any other person related to you by blood, marriage or adoption (including a ward or foster child), who is a resident of the same household as you.
3. "Occupying" means in or upon or entering into or alighting from.
4. "Pedestrian" means any person while not "occupying" a self-propelled vehicle other than a wheelchair or a similar low-powered motorized or mechanically propelled vehicle that is designed specifically for use by a physically disabled person who has a medical necessity for a wheelchair or other low-powered vehicle.
5. "Private passenger auto" means a four-wheel passenger or station wagon-type "auto" not used as a public or livery conveyance including, but not limited to, any period of time a four-wheel passenger or station wagon-type "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" such four-wheel passenger or station wagon-type "auto".

"Private passenger auto" includes any other four-wheel "auto" of the utility, pickup body, sedan delivery or panel truck-type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck.
6. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 98

COMMERCIAL AUTO
CA 21 05 01 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OREGON UNINSURED MOTORISTS COVERAGE –
BODILY INJURY**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$ See DA40002

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limit of any applicable liability policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone else "occupying" an "auto" the Named Insured is operating.
 - d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

- c. Any "family member" while "occupying" or when struck by any vehicle owned by an individual Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. We will provide primary insurance for a vehicle that you do not own if such vehicle is owned by a self-insurer as qualified under the Oregon Financial Responsibility Law.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Personal Injury Protection Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- b. When coverage provided under a certificate of self-insurance is available, any motor vehicle liability insurance or uninsured motorists coverage we provide will be on a primary basis unless otherwise agreed to by the self-insurer.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

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

- a. If a "stolen vehicle" or a hit-and-run or phantom vehicle is involved, the Named Insured or someone on that Named Insured's behalf shall report the "accident" to the appropriate law enforcement agency within 72 hours of the "accident".

- b. If a "stolen vehicle" is involved, you or someone on your behalf must cooperate with the appropriate law enforcement agency in the prosecution of the theft of the vehicle.

- c. Promptly send us copies of the legal papers if a "suit" is brought.

- d. A person seeking coverage from a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and allow advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

3. **Legal Action Against Us** is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. No cause of action shall accrue to an "insured" under this coverage unless within two years from the date of the "accident":
 - (1) Agreement as to the amount due under this Coverage Form has been concluded;
 - (2) We or the "insured" has formally instituted arbitration proceedings;
 - (3) The "insured" has filed an action against us; or
 - (4) An action for "bodily injury" has been filed against the uninsured motorist and, within two years from the "date of settlement" or "final judgment" against the uninsured motorist, the "insured" has:
 - (a) Formally instituted arbitration proceedings against us; or
 - (b) Filed an action against us.

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

Transfer Of Rights Of Recovery Against Others To Us

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and
- b. We also have a right to recover the advance payment.

5. The following condition is added:

Arbitration

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

- b. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the "insured":

- (1) The county where the "insured" lives; or
- (2) The county where the "insured's" cause of action against the owner or driver of the "uninsured motor vehicle" arose.

Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

- c. We will pay all arbitration costs to an "insured" in excess of \$100. Arbitration costs to an "insured" shall not include attorneys' fees or any expenses incurred in producing evidence or witnesses or making transcripts of the arbitration proceedings.

F. Additional Definitions

As used in this endorsement:

1. "Date of settlement" means the date on which a written settlement agreement or release is signed by an "insured" or, in the absence of such documents, the date on which the "insured" or the attorney for the "insured" receives payment of any sum required by the settlement agreement.
2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
3. "Final judgment" means a judgment that has become final by lapse of time for appeal or by entry in an appellate court of an appellate judgment.
4. "Occupancy" means in, upon, getting in, on, out or off.
5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" to which a liability policy applies at the time of an "accident", but the amount paid for "bodily injury" under that policy to the "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages;

- c. For which an insuring company denies coverage, becomes voluntarily or involuntarily bankrupt or is placed in receivership;
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying". However, in the event that a hit-and-run vehicle causes "bodily injury" to an "insured" without hitting the "insured", a covered "auto" or a vehicle the "insured" is "occupying", the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having an uninsured motorists claim resulting from the "accident";
- e. That is a "stolen vehicle"; or
- f. That is owned or operated by a self-insurer:
 - (1) That is not in compliance with ORS 806.130 (1)(c); or
 - (2) That becomes insolvent and cannot provide the amounts required by that motor vehicle law.

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

- a. Owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any such government unless the vehicle is owned by an Oregon public body;
 - b. Designed for use mainly off public roads while not on public roads;
 - c. Operated on rails or crawler treads;
 - d. While located for use as a residence or premises and not as a vehicle; or
 - e. Owned by or furnished for the regular or frequent use of you or any "family member".
6. "Stolen vehicle" means:
- a. A covered "auto" that is being operated without the consent of the "insured"; and
 - b. At the time of the "accident", the operator has no collectible liability insurance.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 99

**COMMERCIAL AUTO
CA 22 37 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PENNSYLVANIA BASIC FIRST-PARTY BENEFIT**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Benefits	Limit Of Insurance
Medical Expense Benefits	Up to \$5,000 per insured
Information required to complete this Schedule, if not shown above, will be shown in 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 Medical Expense Benefits. These benefits consist 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:****Nonduplication 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:

- 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 limit of benefits.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle or trailer required to be registered, 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 "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
 - a. Related to you by blood, marriage or adoption; or
 - b. A minor in your custody or in the custody of any other "family member".
4. "Occupying" means in, upon, getting in, on, out or off.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 100

**COMMERCIAL AUTO
CA 01 80 06 16**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

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

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

2. The following is added to Paragraph **5. 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.

3. The following paragraph is added to the **Other Insurance** Condition:

If you are a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, then:

- a. For any "auto" you own, which is loaned to a customer as a temporary substitute for an "auto" insured under a "customer's private passenger automobile insurance policy" which is out of use because it is being transported, serviced, repaired or inspected, Covered Autos Liability, but only with respect to damages because of "bodily injury" and Physical Damage Coverage provided by this Coverage Form shall be excess in the event of an "accident" or "loss".
- b. For any "auto" insured under your "customer's private passenger automobile insurance policy", while it is being transported, serviced, repaired or inspected by you or your "employee":
 - (1) Covered Autos Liability, but only with respect to damages because of "bodily injury";

- (2) Comprehensive Coverage;
 - (3) Specified Cause Of Loss Coverage; and/or
 - (4) Collision Coverage;
- provided by this Coverage Form shall be primary in the event of an "accident" or "loss".

4. The following is added to Paragraph B. General Conditions:

a. 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 recompute 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.

b. Conformity Clause

If you are a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, then whenever an "auto" insured under your "customer's private passenger automobile insurance policy" is being transported, serviced, repaired or inspected by you or your "employee":

- (1) The provisions of the:
 - (a) Covered Autos Liability, but only with respect to damages because of "bodily injury";

- (b) Comprehensive Coverage;
 - (c) Specified Cause Of Loss Coverage; and/or
 - (d) Collision Coverage;
- provided by this Coverage Form are hereby amended to conform to 40 Pa. Stat. Ann. § 991.2007a; and

- (2) Pursuant to 40 Pa. Stat. Ann. § 991.2007a, the Limits Of Insurance provided in the Schedule or in the Declarations are hereby increased as needed to an amount equal to the:

- (a) Applicable limit(s);
 - (b) Actual cash value; and/or
 - (c) Amount necessary to repair or replace the property with other property of like kind and quality;
- set forth in the "customer's private passenger automobile insurance policy".

C. Changes In Definitions

For motor vehicle dealers as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, the following definition is added:

"Customer's private passenger automobile insurance policy" means a private passenger automobile insurance policy that:

- 1. Is currently in effect; and
- 2. Lists an "auto" owned by your customer or a "customer's auto" in the Declarations.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 101

IL 01 20 10 13

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, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and

5. 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.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 102

MM 99 35 04 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE - MASSACHUSETTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The benefits under this coverage are commonly known as "PIP" or "No-Fault" benefits. It makes no difference who is legally responsible for the "accident."

A. Coverage

We will pay the benefits described below to an insured injured or killed in an auto "accident." Benefits are paid only for expenses or losses actually incurred within two years after the "accident."

We will pay three kinds of benefits:

1. Medical Expenses

We will pay all reasonable expenses incurred as a result of the "accident" for necessary medical, surgical, X-ray and dental services. This includes prosthetic devices. It also includes ambulance, hospital, professional nursing and funeral expenses.

2. Lost Wages

If an injured person is out of work because of the "accident," we will pay lost wages up to 75% of his or her average weekly gross wage or equivalent for the year ending on the day immediately before the "accident." We will not pay for the loss of any other type of income. If the injured person was unemployed at the time of the "accident," we will pay up to 75% of the amount he or she actually lost in earning power as a result of the "accident." Some people have a wage continuation program at work. If so, we will pay them only the difference between the total we would ordinarily pay under this insurance and the amount of the program payments. We will, however, reimburse the program if it allows benefits to be converted into cash or additional retirement credit. Sometimes program benefits are reduced or used up because of payments to the person injured in an "accident." In that case, we will pay for lost wages resulting from any other illness or injury that person has within one year of our last payment. The exact amount of our payment under this paragraph will be determined by Massachusetts law.

3. Replacement Services

We will reimburse the injured person for reasonable payments made to anyone outside his or her household for necessary services that he or she would have performed without pay for the benefit of the household, had he or she not been injured.

B. Who Is An Insured

1. You, and, if the form of your business under Item One of the Declarations is shown as an individual, anyone living in your household while:
 - a. "Occupying" a covered "auto;"
 - b. "Occupying" an auto which does not have Massachusetts Compulsory Auto Insurance; or
 - c. A "pedestrian" struck by an auto which does not have Massachusetts Compulsory Auto Insurance.
2. Any other person while:
 - a. "Occupying" a covered "auto" with your consent;
 - b. A pedestrian injured by a covered "auto" in Massachusetts or any Massachusetts resident who, while a pedestrian, is struck by a covered "auto" outside of Massachusetts.

C. Exclusions

This coverage does not apply to:

1. Anyone who, at the time of the "accident," was operating or "occupying" a motorcycle or any motor vehicle not subject to motor vehicle registration.
2. Anyone who contributed to his or her injury by operating an auto:
 - a. While under the influence of alcohol, marijuana, or a narcotic drug.
 - b. While committing a felony or seeking to avoid arrest by a police officer.
 - c. With the specific intent of causing injury to himself, herself or others.
3. Anyone who is entitled to workers' compensation benefits for the same injury.

D. Limit Of Insurance

For any one "accident," we will pay as many people as are injured, but the most we will pay for all benefits to any one person is [REDACTED]. This is the most we will pay as the result of a single "accident" no matter how many covered "autos" or premiums are shown on the Declarations. Some people have a policy of health, sickness, or disability insurance or a contract or agreement with a group, organization, partnership or corporation to provide, pay for, or reimburse the cost of medical expenses. If so, we will pay up to [REDACTED] of medical expenses for any injured person. We will also pay medical expenses in excess of [REDACTED] for such injured person which will not be paid by a medical expense provider. In either case, our total payment for medical expenses, lost wages and replacement services will not exceed [REDACTED].

E. Additional Conditions

The Conditions of the Policy are Changed for Personal Injury Protection Insurance by adding:

1. If the "accident" is in Massachusetts, or if it is outside Massachusetts and the injured person does not sue for damages, we will pay benefits within a reasonable time - usually 30 days. If the "accident" is outside of Massachusetts and the injured person does sue, then we can wait for a settlement or judgment before paying benefits.
2. If anyone is entitled to Personal Injury Protection benefits and also to benefits under any other insurance provided by this policy, we will pay from this insurance first.
3. We will not pay Personal Injury Protection benefits to or for an injured person, to the extent those benefits would duplicate expenses or losses recovered by that person in a settlement or court judgment.
4. If anyone covered under this policy is also entitled to Personal Injury Protection benefits from any other auto policy, the total benefits payable will not be more than the highest amount payable under whichever one of the policies would have paid the most. In that case, each insurer will pay only its proportionate share. We will not pay benefits under this insurance which duplicate payments made under the No-Fault coverage of any other auto policy.
5. We must be authorized to obtain medical reports and other records pertinent to the claim.
6. Within two years after an "accident," we may, at our option, pay the cost of renewing or continuing in force a policy of health, sickness or disability insurance for anyone under this coverage who is unwilling or unable to pay such cost. Our payment will not exceed the cost of renewing or continuing such policy for a period of two

years after the accident.” Also, our payment will not operate to reduce the benefits otherwise payable under this coverage.

F. Definitions

The following definitions are added for Personal Injury Protection Coverage:

1. “Occupying” means in, upon, getting in, on, out or off.
2. “Pedestrian” includes anyone incurring bodily injury as a result of being struck by an auto in an accident and who is not occupying an auto at the time of the accident.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 103

COMMERCIAL AUTO
CA 01 14 09 14**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PUERTO RICO CHANGES**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

COVERED AUTOS LIABILITY COVERAGE INCLUDES THE COMPULSORY PROPERTY DAMAGE LIABILITY COVERAGE REQUIRED BY THE PUERTO RICO "MOTOR VEHICLE COMPULSORY LIABILITY INSURANCE ACT".

A. Changes In Covered Autos Liability Coverage

1. The third paragraph of **Coverage** is replaced by the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". This applies even if the "suit" is groundless, false or fraudulent. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

2. Covered Autos Liability Coverage does not apply to the extent that the "insured" is exempted from liability because of the Puerto Rico Automobile Accident Social Protection Act.

3. The following exclusion is added to Covered Autos Liability Coverage:

We will not pay for "property damage" to any vehicle that is not insured for compulsory property damage liability coverage to the extent of the limit of liability required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act".

4. The **Limit Of Insurance** provision is amended by the addition of the following paragraph:

With respect to "accidents" occurring in Puerto Rico, we will first apply the limit of liability to provide the limit required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act". However, this provision will not change our total limit of liability.

B. Changes In Auto Medical Payments Coverage

Auto Medical Payments Coverage does not apply to the extent that coverage is available under the Puerto Rico Automobile Accident Social Protection Act.

C. Changes In Conditions

1. The following provision is added:

Compulsory Property Damage Liability Coverage

If we cancel or nonrenew this Policy, or if you cancel or do not accept an offer to renew or continue this Policy, as provided in the Cancellation Common Policy Condition, then, in accordance with the requirements of the Regulations of the Insurance Code of Puerto Rico, issued pursuant to the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act":

- a. We will notify the Joint Underwriting Association of the cancellation or nonrenewal of this Policy; and
- b. The Compulsory Liability Insurance Joint Underwriting Association will offer, until the date of expiration of each of your covered "auto's" license, the compulsory property damage liability coverage required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act".

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

- a. You may cancel the Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

- b. We may cancel the Policy by mailing you at least 10 days' notice at the last address you have informed us of in writing or, otherwise, at the address shown in this Policy. Proof of mailing of any notice will be sufficient proof of notice.
- c. The effective date of cancellation stated in the notice shall become the end of the policy period.
- d. If this Policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata. Unearned premium does not include any amount that we are required to remit to the Joint Underwriting Association, with respect to the compulsory property damage liability coverage that the Puerto Rico Compulsory Liability Insurance Joint Underwriting Association is required to provide, in accordance with the Regulations of the Insurance Code of Puerto Rico.

3. Legal Action Against Us is replaced by the following:

No one may bring a legal action against us under this coverage form until there has been full compliance with all the terms of this coverage form.

4. The first sentence of Appraisal For Physical Damage Loss is replaced by the following:

If you and we fail to agree as to the amount of "loss", you (but not we) may demand an appraisal of the "loss".

5. Interruption Of Coverage

In accordance with requirements of the Regulations of the Insurance Code of Puerto Rico, if coverage provided under this coverage form is interrupted while the license of the covered "auto" is in effect, the period during which the coverage was not in force will be considered covered by the Joint Underwriting Association exclusively under the terms of the compulsory property damage liability coverage required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act".

6. The following condition is added:

Transfer Of Your Interest In The Policy

We must be notified of any transfer of ownership of your covered "auto" within 10 days of such transfer. After you notify us of the transfer, in accordance with the requirements of the Regulations of the Insurance Code of Puerto Rico, we will notify the Puerto Rico Compulsory Liability Insurance Joint Underwriting Association of the transfer of ownership of your covered "auto".

7. The following provisions are added:

Settlement Of Claims

Settlement of claims, to the extent of the limit of liability and coverage required by the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act", will be made, whenever applicable, in agreement with the diagrams mentioned in article No. 7 of the Initial Liability Determination System adopted in accordance with the mentioned act.

Notwithstanding the previously mentioned act, payments for other coverage afforded under this Policy, in addition to the payments resulting from the application of the mentioned diagrams, will be made by us, in accordance with the applicable coverage, up to the limits established in the same.

In the case that the above mentioned diagrams are not applicable, payments for coverage afforded under this Policy will be made by us, in accordance with the applicable coverage up to the limits established in the same.

Conformity To Statute Or Regulation

Any provision of this Policy that is in conflict with the Puerto Rico "Motor Vehicle Compulsory Liability Insurance Act" or Rule LXX of the Regulations of the Insurance Code of Puerto Rico is hereby amended to conform to that act or rule.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 104

**COMMERCIAL AUTO
CA 01 48 02 14****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

RHODE ISLAND CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to **Supplementary Payments:**

Prejudgment interest awarded against the "insured" if we have previously rejected an offer to settle the part of the judgment that is within our Limit of Insurance.

B. The following provision is added:

Direct Liability Of Insurers

We will be directly liable for those sums the "insured" becomes legally obligated to pay as damages to an injured party to which this insurance applies. In the event of that injured party's death, we will be directly liable for those sums the "insured" becomes legally obligated to pay as damages to the party entitled to sue as a result of the injured party's death, and to which this insurance applies.

C. Changes In Conditions

1. The last sentence of the **Appraisal For Physical Damage Loss Condition is replaced by the following:**

We shall not be held to have waived any of our rights by any act relating to appraisal.

2. The following is added to the **Duties In The Event Of Accident, Claim, Suit Or Loss Condition in the Business Auto and Motor Carrier Coverage Forms and the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form:**

If a fire causes damage to a covered "auto", you must file a statement with the appropriate fire department in conformity with the provisions of R.I. GEN. LAWS Section 27-8.1-2.1.

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

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. We shall be entitled to recover payment on a loss only after the insured has been paid the deductible portion of the loss less the prorated share of the subrogation expense.

4. The following is added to the **Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:**

a. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

- (1) One provides coverage to an "insured" engaged in the business of leasing or renting "autos"; and**
- (2) The other provides coverage to a person not engaged in that business; and**
- (3) At the time of an "accident", a person covered by a Coverage Form described in Paragraph 4.a.(2) is operating an "auto" rented or leased from the business covered by a Coverage Form described in Paragraph 4.a.(1);**

then the Coverage Form issued to a business described in **4.a.(1)** is excess over any coverage available to the person described in Paragraph **4.a.(2)** if:

(a) The business described in **4.a.(1)** rents or leases the "auto" to the "insured" under a written rental agreement; and

(b) The face of the rental agreement states, in at least 10-point type, that the valid and collectible insurance of any person operating the "auto" with the permission of the owner and/or lessor is primary.

b. If you have rented the covered "auto" to another and the rental agreement does not contain the requirements listed in **4.a.(a)** and **(b)**, then the following priority of recovery applies:

(1) The owner's liability insurance will be primary up to the limits required by law;

(2) The operator's policy will be excess; and

(3) Any remaining limits of the owner's policy will be excess to the operator's policy.

5. The following condition is added:

Arbitration

a. Any injured person suffering a loss, allegedly resulting out of the ownership, maintenance, or use of a covered "auto" by an "insured" or self-insured, and allegedly resulting from liability imposed by law for "property damage" or "bodily injury", may at his or her election, whenever the claim is for \$50,000 or less, submit the matter to arbitration pursuant to Chapter 3 of Title 10 of the General Laws of Rhode Island.

b. Selection of Arbitrator. After submission to arbitration by the injured person, one arbitrator shall be selected from the list of qualified arbitrators of the Court-Annexed Arbitration Program of the Superior Court of Rhode Island. Each party shall share the expense of arbitration in accordance with the rules of the Court-Annexed Arbitration Program.

c. Hearings. The arbitrator shall call a hearing and provide seven days' notice of the time and place of the hearing to the parties. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall be binding. Any and all documentary evidence and other data deemed to be relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, and the production of books, records, and other evidence, relative or pertinent to the issues presented to them for determination. The decision of the arbitrator shall be binding upon the parties unless:

(1) In the event that "suit" has not been instituted, either party may reserve his/her right to a jury trial by giving notice of this reservation of right to the other party or parties and to the arbitrator within 60 days of the arbitrator's award by certified mail return receipt requested; or

(2) In the event that "suit" has been instituted, either party files a request for a jury trial with the court and with notice to the other party or parties within 60 days of the arbitrator's award. If said case proceeds to trial subsequent to arbitration, the decision of the arbitrator shall not be admissible.

d. Statute of Limitations. Notwithstanding the foregoing, a "suit" shall be instituted in order to bring said action within any applicable statute of limitations, but said "suit" will otherwise be stayed until an arbitrator's award has been made or the case reached for trial.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 105

**COMMERCIAL AUTO
CA 02 73 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****RHODE ISLAND CHANGES –
CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

A. Paragraphs 2., 3., 5. and 6. of the Cancellation Common Policy Condition are replaced by the following:

2. We may cancel this policy by giving, mailing or delivering to the first Named Insured and the insurance producer of record, if any, 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.

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

- a.** Nonpayment of premium;
- b.** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c.** Activities or omissions on your part which increase any hazard insured against, including a failure to comply with loss control recommendations;
- d.** Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;
- e.** Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the policy;

f. Determination by the Commissioner of Insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;

g. Owner or occupant incendiarism;

h. Violation or breach by you of any policy terms or conditions;

i. Constructive or actual total "loss" of the Covered Property; or

j. Such other reasons as may be approved by the Commissioner of Insurance.

3. We will give, mail or deliver written notice to the first Named Insured at the mailing address shown in the policy and to the insurance producer of record, if any.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

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

The following provisions govern the calculation of return premium:

a. We will compute return premium pro rata and round to the next higher whole dollar when a policy is:

(1) Cancelled at our request;

(2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

(3) Cancelled and rewritten by us or a member of our company group;

- (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year; or
- (5) Cancelled by us at the request of any premium finance company upon default of the first Named Insured, when this policy is financed under a premium finance agreement.
- b. When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
- c. When this policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
 - (1) Final annual premium will be determined on the basis of the average value reported during the period in which the policy was in effect.
 - (2) Pro rata earned premium will be determined based on the final annual premium for the number of days the policy was in force as determined by Paragraph **c.(1)** rounded to the next higher whole dollar.
 - (3) Pro rata unearned premium will be determined by subtracting Paragraph **c.(2)** from Paragraph **c.(1)**.
 - (4) The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
 - (5) Calculate the short rate earned premium by adding Paragraphs **c.(2)** and **c.(4)**.
 - (6) If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
 - (7) If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.
- 6. Proof of giving, mailing or delivering notice of cancellation will be sufficient proof of notice.
- B.** The following is added to the **Cancellation** Common Policy Condition:
 - 7. We will provide you with the reason or reasons for cancellation if:
 - a. You request in writing a statement of the reasons for cancellation; and
 - b. You agree in writing to hold us harmless from liability for any:
 - (1) Communication giving notice of, or specifying the reasons for, cancellation; or
 - (2) Statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation as provided under Paragraph **A.2**.
- C.** The following is added and supersedes any provision to the contrary:

Nonrenewal

 - 1. If we decide not to renew or continue this policy, we will give, mail or deliver to the first Named Insured and to the insurance producer of record, if any, written notice of our intent not to renew at least 60 days before:
 - a. The expiration date of the policy; or
 - b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.
 - 2. If nonrenewal is mailed to the insured, we shall forward the notice of nonrenewal to the last known address of the first Named Insured by first-class mail and maintain proof of mailing by the United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.
 - 3. We need not give, mail or deliver this notice if:
 - a. We have offered to issue a renewal policy; or
 - b. The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.
- D.** We will also give, mail or deliver written notice of cancellation and nonrenewal, as provided under Paragraphs **A.** and **C.** above, to any loss payee named in the policy.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 106

**COMMERCIAL AUTO
CA 21 43 06 15****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****RHODE ISLAND UNINSURED MOTORISTS COVERAGE –
BODILY INJURY**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

"Bodily Injury"	\$ See DA40002	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" because of "bodily injury" sustained by an "insured" and caused by an "accident".

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

2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". Any "auto" that is owned by the Named Insured or any "family member" is not a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". Any "auto" that is owned by the Named Insured is not a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by an individual Named Insured or any "family member" while "occupying" or struck by any vehicle owned by such Named Insured or any "family member" that is not a covered "auto".
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our limit of insurance for any one "accident", if "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to the maximum limit of liability for all damages:
 - a. The most we will pay for all damages sustained in such "accident" by an "insured", other than an individual Named Insured or any "family member", is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle an "insured" was "occupying" at the time of the "accident".

- b. The individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph a. above.

A person's pro rata share is the proportion that that person's damages bear to the total damages sustained by all "insureds".

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

We will not make duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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

E. Changes In Conditions

The **Conditions** are changed for Rhode Island Uninsured Motorists Coverage – Bodily Injury as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form apply except the reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

The Named Insured and any involved "insured" must:

- a. Promptly notify the police if "bodily injury" results from an "accident" involving a hit-and-run driver; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. The **Legal Action Against Us** provision is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form; and
- b. Any legal action against us under this Coverage Form must be brought within three years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within three years after the date of the "accident", we or the "insured" has made a written demand for arbitration in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

We shall be entitled to recover payment on a "loss" only after the "insured" has been paid the deductible portion of the "loss", less the prorated share of the subrogation expense.

5. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.
6. The **Arbitration** Condition is replaced by the following for Uninsured Motorists Coverage:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. Arbitration may be enforced at the option of the "insured". In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. Which is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages;
 - c. For which an insuring or bonding company denies coverage or is or becomes insolvent;
 - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified; or
 - e. That causes "bodily injury" to an "insured" without physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must prove by a fair preponderance of evidence that the "bodily injury" resulted from the negligence of an unidentified motorist.

However, "uninsured motor vehicle" does not include any vehicle owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 107

**COMMERCIAL AUTO
CA 01 50 05 17****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

SOUTH CAROLINA CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. Paragraph **2.b.(4)** of the **Who Is An Insured** provision in the Auto Dealers Coverage Form is replaced by the following:

(4) Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

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

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

3. The **Limit Of Insurance** provision under the Business Auto and Motor Carrier Coverage Forms is replaced by the following:

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 Covered Autos 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 Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

4. The **Limit Of Insurance – Covered Autos Liability** provision under the Auto Dealers Coverage Form is replaced by the following:

For "accidents" resulting from the ownership, maintenance or use of covered "autos", the following applies:

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" involving a covered "auto" is the Limit Of Insurance for Covered "Autos" Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Limit of Insurance for Covered "Autos" Liability Coverage are not payable under any applicable Limits of Insurance under Section II – General Liability Coverages or Section III – Acts, Errors Or Omissions Liability Coverage.

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 Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

B. Changes In Physical Damage Coverage

No deductible applies to auto safety glass. All other **Physical Damage Coverage** provisions will apply.

C. Changes In Acts, Errors Or Omissions Liability Coverages

The **Noncompensatory Damages** Exclusion under the Auto Dealers Coverage Form is replaced by the following:

Criminal fines or penalties imposed by law or regulation or demands for injunctive or equitable relief.

D. Changes In Conditions

The **Concealment, Misrepresentation Or Fraud** Condition does not apply to **Covered Autos Liability Coverage**.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 108

**COMMERCIAL AUTO
CA 02 30 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

SOUTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

A. The Cancellation Common Policy Condition is amended as follows:**1. Paragraph 2. is replaced by the following:**

We will mail or deliver to you and your agent written notice of cancellation, stating the reason(s) for cancellation, at the addresses shown in the policy, at least:

- a. 15 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if cancellation is for any other reason.

2. The following is added to Paragraph 4.:

If this policy is cancelled during the first 60 days, and is not a renewal or a continuation policy, the cancellation will be effective only on or after the 61st day of the policy period. However, if this policy is cancelled for nonpayment of premium, the cancellation will become effective only on or after the 31st day of the policy period.

3. The following is added:

If this policy has been in effect for more than 90 days, we may cancel this policy only for the following reasons:

- a. Nonpayment of premium;

- b. Material misrepresentation of fact, which if known to us would have caused us not to issue the policy;

- c. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the policy;

- d. Substantial breach of contractual duties, conditions or warranties; or

- e. Loss of our reinsurance covering all or a significant part of the particular risk insured, or where continuation of the policy would imperil our solvency or place us in violation of the laws of South Carolina.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail to you and your agent written notice, stating the reason(s) for nonrenewal, at the addresses shown in the policy, at least 30 days before the end of the policy period.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 109

**COMMERCIAL AUTO
CA 21 19 12 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SOUTH CAROLINA
UNINSURED MOTORISTS COVERAGE**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$ See DA40002

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

We will pay in accordance with the South Carolina Uninsured Motorists Law all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This coverage does not apply to any of the following:

1. Any claim settled without our consent.

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. The first \$200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
5. That part of "property damage" for which an "insured" has been compensated by insurance or otherwise.
6. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule. If the "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while "occupying" a covered "auto", our limit is the sum of:
 - a. The Limit Of Insurance shown in the Schedule for this coverage as applicable to a covered "auto"; and
 - b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".
2. Subject to the maximum limit of insurance for all damages:
 - a. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" or "property damage" sustained in an "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
 - b. The individual Named Insured or any "family member" who sustains "bodily injury" or "property damage" in that "accident" will also be entitled to a pro rata share of the limit described in Paragraph a. above.

A person's pro rata share shall be the proportion that that person's damages bear to the total damages sustained by all "insureds".
3. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while not "occupying" any "auto", the most we will pay for all damages resulting from that "accident" is the sum of:
 - a. The highest limit of insurance for this coverage applicable to any one of such Named Insured's covered "autos"; and
 - b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".

4. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained in an "accident" by an individual Named Insured or any "family member" while "occupying" a vehicle not owned by that Named Insured or any "family member", the most we will pay for all damages resulting from the "accident" will be the highest limit of insurance for this coverage that applies to any one of such Named Insured's covered "autos".
5. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an "insured" other than an individual Named Insured or any "family member" in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury" or "property damage", the most we will pay for all damages resulting from that "accident" is the Limit Of Insurance shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
6. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

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

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:
 - a. If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any vehicle, the following priorities of coverage apply:

First Priority	The policy affording Uninsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any policy affording Uninsured Motorists Coverage to a Named Insured or a "family member", if the Named Insured is an individual.

- (1) If there is no applicable insurance available under the first priority, the maximum recovery under all policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.
- (2) If there is applicable insurance available under the first priority:
 - (a) The limit of insurance applicable to the vehicle the "insured" was "occupying", under the policy in the first priority, shall first be exhausted; and

- (b) The maximum recovery in the second priority shall not exceed the highest limit for any one vehicle under any one policy in the second priority.
 - b. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of insurance bears to the total of all applicable limits on the same level of priority.
 - c. For "property damage", this insurance is excess to all collectible insurance of any kind.
 - d. Except for "property damage", the reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
- a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
- 3. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:
Transfer Of Rights Of Recovery Against Others To Us
- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of such payment that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or loss to impair them.
 - b. If an "insured" has prosecuted to judgment any "suit" against anyone responsible, we will be entitled to an assignment of the judgment to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.
 - c. We will pay our proportionate part of any reasonable costs and expenses incurred for any recovery, including reasonable attorneys' fees. However, we reserve the right to retain an attorney of our choice to pursue a claim instead of reasonable attorneys' fees.
 - d. If an "insured" making a claim for "property damage" under this insurance is also entitled to insurance or other compensation for the "property damage", we will not be obligated to pay the claim until the "insured" has assigned us the rights to the compensation to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.
- 4. Two Or More Coverage Forms Issued By Us** does not apply to **Uninsured Motorists Coverage**.
- 5. The following condition is added:**
Conformity To Statute
- This endorsement is intended to be in full conformity with the South Carolina Insurance Laws. If any provision of this endorsement conflicts with that law, it is changed to comply with the law.
- F. Additional Definitions**
- As used in this endorsement:
- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
 - 2. "Occupying" means in, upon, getting in, on, out or off.
 - 3. "Property damage" means injury to or destruction of the property of an "insured".
 - 4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which neither a liability bond or policy nor cash or securities deposited with the State Treasurer provide at least the amounts required by the South Carolina Motor Vehicle Financial Responsibility Act.

- b. For which neither the operator nor owner can be identified and that hits or that causes an "accident" resulting in "bodily injury" or "property damage" without hitting an individual Named Insured or a "family member", a vehicle that an individual Named Insured or any "family member" is "occupying", the Named Insured's covered "auto" or any of such Named Insured's property.

The facts of the "accident" must be corroborated by competent evidence of an eyewitness other than the owner or operator of the vehicle that an individual Named Insured or any "family member" was "occupying" at the time of the "accident". The eyewitness must sign an affidavit attesting to the truth of the facts of the "accident" contained in the affidavit.

- c. For which an insuring or bonding company successfully denies coverage, is or becomes insolvent, is in delinquency proceedings, suspension or receivership, or is proven unable to respond to a judgment.

- d. For which the owner has not qualified as a self-insurer in accordance with the applicable provisions of the South Carolina Insurance Laws.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- b. Owned by any governmental unit or agency unless a cause of action against that governmental unit or agency is barred by the Tort Claims Act, South Carolina Laws 1986, Ratification No. 514, Subsection 15-78-60, or by other applicable statute.
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 110

**COMMERCIAL AUTO
CA 01 46 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****TENNESSEE CHANGES**

For a covered "auto" licensed in, or "auto dealer operations" conducted in, Tennessee, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

Paragraph **2.b.(4)** of the **Who Is An Insured** provision of the Auto Dealers Coverage Form does not apply.

B. Changes In Conditions

1. The following replaces the lead-in paragraph to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

2. The **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are changed by adding the following:
 - a. When two policies providing liability insurance apply to an "auto" and:
 - (1) One provides coverage to a named "insured" engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos";
 - (2) The other provides coverage to a person not engaged in that business; and

- (3) At the time of an "accident" a person described in Paragraph **a.(2)** is operating an "auto" owned by the business described in Paragraph **a.(1)**, then that person's liability insurance is primary and the policy issued to a business described in Paragraph **a.(1)** is excess over any insurance available to that person.

- b. When two policies providing liability insurance apply to an "auto" and:

- (1) One provides coverage to a named "insured" engaged in the business of repairing, servicing, parking or storing "autos";
- (2) The other provides coverage to a person not engaged in that business; and
- (3) At the time of an "accident" an "insured" under the policy described in Paragraph **b.(1)** is operating an "auto" owned by a person described in Paragraph **b.(2)**, then the liability insurance policy issued to the business described in Paragraph **b.(1)** is primary and the policy issued to a person described in Paragraph **b.(2)** is excess over any insurance available to the business.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 111

**COMMERCIAL AUTO
CA 01 96 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

TEXAS CHANGES

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

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Physical Damage Coverage

1. The following exclusion is added to Paragraph **B. Exclusions** in the **Physical Damage Coverage** section:

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

2. Paragraphs **C.2.** and **C.3.** of the **Limit Of Insurance** provision under **Physical Damage Coverage** do not apply.
3. Paragraph **D. Deductible** in the **Physical Damage Coverage** section is amended by the addition of the following:

At the mutual agreement of you and us, we will not apply the deductible to "loss" to glass, if the glass is repaired rather than replaced.

B. Changes In Conditions

The following condition is added:

Claim-handling Procedures

1. Within 15 days after we receive written notice of a claim, we will:
 - a. Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
 - b. Begin any investigation of the claim; and

- c. Specify the information you must provide in accordance with Paragraph **b.** of the Duties Condition.

We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

2. After we receive the information we request, we will notify you in writing as to whether:
 - a. The claim will be paid;
 - b. The claim has been denied, and inform you of the reasons for denial;
 - c. More information is necessary; or
 - d. We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in **2.a.** through **2.d.** above, within:

- a. 15 "business days"; or
- b. 30 days if we have reason to believe the "loss" resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

3. If a claim results from a weather-related catastrophe or a major natural disaster as defined by the Texas Department of Insurance, the claim-handling deadlines described above are extended for an additional 15 days.
4. If we notify you that we will pay your claim, or part of your claim, we will pay within five "business days" after we notify you.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms under this Policy, we will make payment within five "business days" after the date you have complied with such terms.

5. We will notify the first Named Insured in writing of:
 - a. An initial offer to settle a claim made or "suit" brought against any "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given no later than the 10th day after the date on which the offer is made.
 - b. Any settlement of a claim made or "suit" brought against the "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given not later than the 30th day after the date of settlement.

As used in this condition, "business day" means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

C. Changes In Uninsured/Underinsured Motorists Coverage

All references to "Uninsured Motorists Coverage" in the title or text of any Coverage Form or endorsement thereto are changed to read "Uninsured/Underinsured Motorists Coverage".

D. Changes In Trailer Interchange Coverage

The following exclusion is added to Paragraph **B. Exclusions** of **Section III – Trailer Interchange Coverage** in the Motor Carrier Coverage Form and to Paragraph **B.2. Exclusions** of the Motor Carrier Endorsement if attached:

Texas Controlled Substance Act

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

E. Changes In Garagekeepers Coverage

If the Garagekeepers Coverage Endorsement or the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, the following exclusion is added:

Texas Controlled Substance Act

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 112

**COMMERCIAL AUTO
CA 02 43 11 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

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

A. Paragraphs **2.** and **5.** of the **Cancellation** Common Policy Condition contained in Endorsement **IL 00 17** are replaced by the following:

2. We may cancel this policy:

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
- b.** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
 - (1)** If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - (2)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (a)** Fraud in obtaining coverage;
 - (b)** Failure to pay premiums when due;
 - (c)** An increase in hazard within the control of the insured which would produce an increase in rate;
 - (d)** Loss of reinsurance covering all or part of the risk covered by the policy; or

(e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:

- (1)** If this policy has been in effect for less than 90 days, we may cancel this policy for any reason.
- (2)** If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel this policy, only for the following reasons:
 - (a)** If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (b)** If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (c)** If the Named Insured submits a fraudulent claim; or
 - (d)** If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. The cancellation will be effective even if we have not made or offered a refund.

B. The following condition is added:

Nonrenewal

1. We may elect to renew this policy except that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 113

MM 99 28 04 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - MASSACHUSETTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Coverage

We will pay all sums an insured is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the insured caused by an "accident." The owner's or operator's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle."

The most we will pay for damages to or for anyone injured in the following situations is \$35,000 for each person and \$80,000 for each "accident" or the limits you purchased, whichever is less:

1. Anyone injured while using a covered "auto" without the consent of the owner.
2. Anyone injured while a covered "auto" is being operated in a prearranged or organized racing, speed or demolition contest or in practice or preparation for any such contest.

This coverage does not apply to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation or similar law.

1. Who is an Insured:

- a. You, while "occupying" a covered "auto," while "occupying" an "auto" you do not own, or if injured as a "pedestrian."
- b. If the form of your business under Item One of the Declarations is shown as an individual, any "household member," while "occupying" a covered "auto," while "occupying" an "auto" not owned by you, or if injured as a "pedestrian."

If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share. We will not pay damages to or for any "household member" who has a Massachusetts

auto policy of his or her own or who is covered by any Massachusetts auto policy of another "household member" providing uninsured auto insurance with higher limits.

- c. Anyone else while "occupying" a covered "auto." We will not pay damages to or for anyone else who has a Massachusetts auto policy of his or her own, or who is covered by any Massachusetts auto policy of another "household member" providing uninsured auto insurance.
- d. Anyone else for damages he or she is entitled to recover because of injury to a person under this coverage.

If you are injured while "occupying" a covered "auto" and you have two or more "autos" insured with us with different limits, we only pay up to the limits shown on the Declarations for the "auto" you are "occupying" when injured.

If you are injured as a "pedestrian" or while "occupying" an "auto" you do not own and you have two or more Massachusetts auto policies which provide coverage at different limits, the policy with the higher limits will pay. If there are two or more policies which provide coverage at the same limits, we will only pay our proportionate share.

We will not pay damages to or for you if struck by, or while "occupying" an "auto" you own and which does not have Massachusetts compulsory auto insurance.

Likewise, we will not pay damages to or for any "household member" if struck by, or while "occupying" an "auto" owned by that "household member" which does not have Massachusetts compulsory auto insurance.

B. Limits Of Insurance

1. The most we will pay for injuries to one or more persons as a result of bodily injury to any one person in any one "accident" is shown on the Declarations as the "each person" limit. Subject to this limit, the most we will pay for injuries to two or more people as the result of bodily injury to two or more people in any one "accident" is shown on the Declarations as the "each accident" limit. This is the most we will pay as the result of a single "accident."
2. The limits of two or more "autos" or policies shall not be added together, combined, or stacked, to determine the limits of coverage available to anyone covered under this insurance, regardless of the number of "autos" involved, persons covered, claims made, or premiums shown on the Declarations.
3. We will not make payments under this coverage which duplicate payments provided under uninsured auto insurance of any other auto policy.

4. We will reduce the damages an injured person is entitled to recover by:
 - a. The amount recovered from any legally responsible person provided the injured person is fully compensated for his or her damage for bodily injury.
 - b. The amount paid under a workers' compensation law or similar law.

We will pay the balance of the damages up to the limits shown for this coverage on the Declarations.

C. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance is deleted.
2. Two or More Coverage Forms or Policies Issued By Us is deleted.

D. Additional Conditions

The following conditions are added for Uninsured Motorists Coverage:

1. Arbitration

If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. However, in no event may a demand for arbitration constitute first notice of claim. We must be given sufficient notice of claim to conduct a reasonable investigation and attempt settlement before arbitration can be used.

2. Settlement or Judgment

If an insured person settles a claim as a result of an "accident" covered under this coverage, we will pay that person only if the claim was settled with our consent.

We will not be bound under this coverage by any judgment resulting from a lawsuit brought without our written consent. We will not, however, unreasonably withhold our consent.

E. Additional Definitions

As used in this endorsement:

1. "Household member" means anyone living in your household who is related to you by blood, marriage or adoption. This includes wards, step-children or foster children.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - a. To which no "bodily injury" liability policy or bond applies at the time of the "accident," or
 - b. To which a "bodily injury" liability policy or bond applies at the time of the "accident," but the insuring or bonding company denies coverage or becomes insolvent.
 - c. Which is a hit-and-run vehicle and neither the operator nor owner can be identified.

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

- a. Owned by a governmental unit or someone who is legally self-insured;
- b. Owned or regularly used by you;
- c. Designed for use mainly off public roads while not on public roads;
- d. Operated on rails or crawler treads;
- e. While located for use as a residence or premises.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 114

COMMERCIAL AUTO
CA 31 13 09 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UNINSURED MOTORISTS ENDORSEMENT— NEW YORK**

We, the Company, agree with you, as the named insured, in return for the payment of the premium for this coverage to provide you with Uninsured Motorists (UM) Coverage, subject to the following terms and conditions:

INSURING AGREEMENTS

1. **Damages for Bodily Injury Caused by Uninsured Motor Vehicles.** We will pay all sums which the insured, as defined herein, or the insured's legal representative, shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, and caused by accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this UM endorsement; provided, for the purposes of this coverage, determination as to whether the insured or the insured's representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or the insured's representative and us or, if they fail to agree, by arbitration.
2. **Definitions.** For purposes of this UM endorsement, the following terms shall have the following meanings:
 - (a) **Insured.** The unqualified term "insured" means:
 - (1) You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
 - (2) Any other person while occupying:
 - (i) A motor vehicle owned by the named insured or, if the named insured is an individual, such spouse and used by or with the permission of either, or
 - (ii) Any other motor vehicle while being operated by the named insured or such spouse, except a person occupying a motor vehicle not registered in the State of New York, while used as a public or livery conveyance; and
 - (3) Any person, with respect to damages such person is entitled to recover because of bodily injury to which this coverage applies sustained by an insured under sub-paragraphs (1) or (2) above.

- (b) **Uninsured Motor Vehicle.** The term "uninsured motor vehicle" means a motor vehicle that through its ownership, maintenance or use, results in bodily injury to an insured, and for which:
 - (1) No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or
 - (2) Neither the owner nor driver can be identified, including a hit-and-run vehicle, and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
 - (i) The insured or someone on the insured's behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with us a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (ii) At our request, the insured or the insured's legal representative makes available for inspection the motor vehicle the insured was occupying at the time of the accident, or
 - (3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:
 - (i) The amount of such insurance coverage or bond is less than the UM limits of this policy; or
 - (ii) The insurer writing such insurance coverage or bond denies coverage.
 - (4) The term "uninsured motor vehicle" does not include a motor vehicle that is:
 - (i) Insured under the liability coverage of this policy; or

- (ii) Owned by you, as the named insured and, while residents of the same household, your spouse and relatives of either you or your spouse; or
 - (iii) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the UM limits of this policy; or
 - (iv) Owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or
 - (v) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or
 - (vi) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.
- (c) **Hit-and-Run Motor Vehicle.** The term "hit-and-run motor vehicle" means a motor vehicle which causes bodily injury to an insured arising out of physical contact of such motor vehicle with the insured or with a motor vehicle which the insured is occupying at the time of the accident, provided:
- (1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run motor vehicle";
 - (2) the insured or someone on his behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (3) at our request, the insured or his legal representative makes available for inspection the motor vehicle which the insured was occupying at the time of the accident.
- (d) **Bodily Injury.** The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.
- (e) **Occupying.** The term "occupying" means in, upon, entering into, or exiting from a motor vehicle.
- (f) **State.** The term "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.
3. **Territory.** The coverage provided by this UM endorsement applies only to accidents which occur within the State of New York.

Exclusions

This UM coverage does not apply:

- 1. To bodily injury to an insured while operating a motor vehicle in violation of an order of suspension or revocation; or to care or loss of services recoverable by an insured because of such bodily injury so sustained.
- 2. To bodily injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, the insured's legal representatives or any person entitled to payment under this UM coverage shall, without our written consent, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor, but this provision shall be subject to Condition 8 of this UM endorsement.
- 3. To bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for at least the minimum bodily injury liability limits and UM limits required by law by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.
- 4. So as to inure directly or indirectly to the benefit of any workers' compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workers' compensation or disability benefits law or any similar law.
- 5. For non-economic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.

CONDITIONS

- 1. **Policy Provisions.** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this UM coverage except "Duties After an Accident or Loss"; "Fraud", and "Termination" if applicable.

2. Premium. If during the policy period the number of motor vehicles owned by the named insured or spouse and registered in New York or the number of New York dealer's license plates or transporter plates issued to the named insured changes, the named insured shall notify us during the policy period of any change and the premium shall be adjusted as of the date of such change in accordance with the manuals in use by us. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to us; if less, we shall return to the named insured the unearned portion paid by such insured.

3. Notice and Proof of Claim. Within 90 days or as soon as practicable, the insured or other person making claim shall give us written notice of claim under this UM endorsement.

As soon as practicable after our written request, the insured or other person making any claim shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details we need to determine the UM amount payable hereunder.

The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person named by us and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice of claim.

4. Medical Reports. The injured person shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured's incapacity, such insured's legal representative, or in the event of the insured's death, the insured's legal representative or the person or persons entitled to sue therefor, shall upon our request authorize us, when and as often as we may reasonably require, to obtain relevant medical reports and copies of records.

5. Notice of Legal Action. If the insured or such insured's legal representative brings any lawsuit against any persons or organizations legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.

6. UM Limit of Liability. The UM limit payable under this UM endorsement shall be:

(a) The limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident is [REDACTED] per person and, subject to this per person limit, the total limit of our liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons, as the result of any one accident is [REDACTED]

(b) If the bodily injury results in death, the limit of our liability shall be [REDACTED] for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this limit for each person, [REDACTED] for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

(c) Any amount payable under the terms of this UM endorsement, including amounts payable for care or loss of services, because of bodily injury sustained by one person, shall be reduced by;

(1) all sums paid to one or more insureds on account of such bodily injury by or on behalf of (a) the owner or operator of the uninsured motor vehicle and (b) any other person or persons jointly or severally liable together with such owner or operator for such bodily injury, and

(2) all sums paid to one or more insureds on account of bodily injury sustained in the same accident under any insurance or statutory benefit similar to that provided by this UM endorsement.

7. Other Insurance. With respect to bodily injury to an insured while occupying a motor vehicle not owned by the named insured, the coverage under this UM endorsement shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such motor vehicle as primary insurance, and this UM endorsement shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if there is other similar insurance available to the insured and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this coverage and such other insurance, and we shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this UM endorsement and such other insurance.

8. Release or Advance. In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.

We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the insured and any additional amounts paid under this UM coverage. Any excess above those amounts shall be paid to the insured.

An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.

9. Non-Duplication. This UM coverage shall not duplicate any of the following:

- (a) Benefits payable under workers' compensation or other similar laws;
- (b) Non-occupational disability benefits under article nine of the Workers Compensation Law or other similar law;
- (c) Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;
- (d) Any valid or collectible motor vehicle medical payments insurance; or
- (e) Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury insurance policies or bonds.

10. Arbitration. If we do not agree with the insured or the insured's representative making claim hereunder that the insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this UM endorsement then, upon written demand of either the claimant or us, the matter or matters upon which we do not agree with such person shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association prescribed or approved by the Superintendent of Insurance for this purpose. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and we each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this UM endorsement.

11. Subrogation. If we make a payment under this UM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition 8, such person shall do nothing to prejudice this right.

12. Payment of Loss by Company. We shall pay any amount due under this UM endorsement to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.

13. Action Against Company. No lawsuit shall lie against us unless, as a condition precedent thereto, the insured or the insured's legal representative has first fully complied with all the terms of this UM endorsement.

14. Assignment. Assignment of interest under this UM endorsement shall not bind us until our consent is endorsed hereon.

15. Survivor Rights. If you or your spouse, if a resident of the same household, dies, this UM coverage shall cover:

- (a) The survivor as named insured;
- (b) The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and
- (c) Any relative who was an insured at the time of such death.

16. Policy Period – Termination. This UM coverage applies only to accidents which occur on and after the effective date hereof and during the policy period and shall terminate upon (1) termination of the policy of which it forms a part or (2) termination of New York registration on all motor vehicles owned by the named insured or spouse.

This UM endorsement must be attached to the Change Endorsement when issued after the policy is written.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 115

COMMERCIAL AUTO
CA 21 21 11 02**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UNINSURED MOTORISTS ENDORSEMENT
(VIRGINIA)****A. Words And Phrases With Special Meaning**

The following words and phrases have special meaning throughout this endorsement and appear in quotation marks when used:

1. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
2. "We", "us", and "our" mean the company providing insurance.
3. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage" the "insured" neither expected nor intended.
4. "Available for payment" means the amount of liability insurance coverage applicable to the claim of the injured person for "bodily injury" or "property damage" reduced by the payment of any other claims arising out of the same "accident".
5. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
6. "Covered auto" means a motor vehicle, or a "temporary substitute", with respect to which the "bodily injury" or "property damage" liability coverage of the policy applies.
7. "Family member" means a person related to "you" by blood, marriage or adoption who is a resident of "your" household, including a ward or foster child.
8. "Insured" means any person or organization qualifying as an insured in the **Who Is An Insured** section of this endorsement, including the personal representative of any insured. Except with respect to "our" Limit Of Liability, the insurance afforded applies separately to each insured who is seeking coverage under this endorsement.
9. "Loss" means direct and accidental damage or loss.
10. "Property damage" means damage to or loss of use of tangible property.
11. "Occupying" means in, upon, using, getting in, on, out of or off.
12. "Temporary substitute" means a motor vehicle that is being used in place of a "covered auto". The "covered auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
13. "Underinsured motor vehicle" means a motor vehicle, when, and to the extent that, the total amount of "bodily injury" and "property damage" coverage applicable to the operation or use of the motor vehicle and "available for payment" for such "bodily injury" or "property damage", including all bonds or deposits of money or securities made pursuant to Article 15 (Section 46.2-435 et seq.) of Chapter 3 of Title 46.2 of the Code of Virginia, is less than the total amount of uninsured motorist coverage afforded any person injured as a result of the operation or use of the motor vehicle.
14. "Uninsured motor vehicle" means a motor vehicle:
 - a. For which:
 1. There is no "bodily injury" liability insurance and "property damage" liability insurance in the amounts specified by Section 46.2-472 of the Code of Virginia.
 2. There is such insurance but the insurer writing the insurance denies coverage for any reason whatsoever, including failure or refusal of the insured to cooperate with the insurer.
 3. There is no bond or deposit of money or securities in lieu of such insurance.
 4. The owner of the vehicle has not qualified as a self-insurer under the provisions of Section 46.2-368, or
 5. The owner or operator of the motor vehicle is immune from liability for negligence under the laws of the Commonwealth or the United States. A motor vehicle shall be deemed uninsured if its owner or operator is unknown.

If the owner or operator of any motor vehicle that causes "bodily injury" or "property damage" to the "insured" is unknown, and if the damage or injury results from an "accident" where there has been no contact between that motor vehicle and the motor vehicle occupied by the "insured", or where there has been no contact with the person of the "insured" if the "insured" was not "occupying" a motor vehicle, then for the "insured" to recover under this endorsement pursuant to Paragraph **a.** of this definition, the "accident" shall be reported promptly to either:

1. The insurer or;
2. A law-enforcement officer having jurisdiction in the county or city in which the "accident" occurred. If it is not reasonably practicable to make the report promptly, the report shall be made as soon as reasonably practicable under the circumstances.

b. Which is an "underinsured motor vehicle".

B. We Will Pay

"We" will pay in accordance with the Virginia Uninsured Motorists Law, all sums the "insured" is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle".

C. We Will Not Cover – Exclusions

This insurance does not apply to:

1. A "bodily injury" or "property damage" claim settled by the "insured" without "our" consent with anyone who may be legally liable.
2. The direct or indirect benefit of any insurer of property.
3. The first [REDACTED] of the total amount of "property damage" as the result of any one "accident" involving an unidentifiable driver or owner of an "uninsured motor vehicle". This exclusion does not apply if the owner or operator of the "uninsured motor vehicle" causing the damage can be identified.
4. Anyone using the "covered auto" without a reasonable belief that the person is entitled to do so.

D. Who Is Insured

1. "You" or any "family member".
2. Anyone else "occupying" a "covered "auto".
3. Anyone for damages he or she is entitled to recover because of "bodily injury" to which this coverage applies, sustained by another "insured" under **1.** or **2.** above.

E. Our Limit Of Liability

1. Regardless of the number of "covered autos", "insureds", claims made or motor vehicles involved in the "accident", the most "we" will pay for all damages resulting from any one "accident" is the limit of **Uninsured Motorists Insurance** shown in the Schedule or Declarations. However, if more than one "covered auto" is involved in the same "accident", the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations will apply separately to each of these "covered autos". Such limit of insurance shall first provide the separate limits required by the Virginia Motor Vehicle Safety Responsibility Act.
2. Except with respect to an "underinsured motor vehicle", damages otherwise payable under this coverage:
 - a.** Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible.
 - b.** With respect to an employee of a self-insured employer, shall be reduced by all sums paid or payable because of "bodily injury" under a workers' compensation law.

F. Conditions

The conditions applicable to this coverage are as follows:

1. Other Insurance

- a.** For "bodily injury" to an "insured" while "occupying" a motor vehicle that is not a "covered auto", this coverage shall apply only as excess insurance over any other similar insurance available to that "insured" and applicable to that motor vehicle as primary insurance. However, this paragraph does not apply to an "underinsured motor vehicle".
- b.** Except as provided in Paragraph **a.** above, if the "insured" has other similar "bodily injury" insurance available to him or her and applicable to the "accident", "we" shall not be liable for a greater proportion of any "loss" to which this coverage applies than the limit of liability for this coverage bears to the sum of the applicable limits of liability of this insurance and such other insurance. However, this provision does not apply to an "underinsured motor vehicle".
- c.** For "property damage", **Uninsured Motorists Insurance** is excess over all other collectible insurance of any kind applicable to the "property damage".

- d. If the injured person is entitled to underinsured motorists coverage under more than one policy, the following order of priority applies and any amount "available for payment" shall be credited against such policies in the following order of priority:

- (1) The policy covering a motor vehicle "occupied" by the injured person at the time of the "accident".
- (2) The policy covering a motor vehicle not involved in the "accident" under which the injured person is a named insured.
- (3) The policy covering a motor vehicle not involved in the "accident" under which the injured person is other than a named insured.

If there is more than one insurer providing coverage under one of the payment priorities set forth in Paragraph d. above, we will pay only "our" share of the "loss". "Our" share is the proportion that "our" limit of liability bears to the total of all limits applicable on the same level of priority.

2. Our Right To Recover From Others

If "we" make any payment, "we" are entitled to recover what "we" paid from other parties. Any person to or for whom "we" make payment must transfer to "us" his or her rights of recovery against any other party. The person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

3. Legal Action Against Us

No legal action may be brought against "us" until there has been full compliance with all the terms of the policy.

4. Changes

If a change requires a premium adjustment, "we" will adjust the premium as of the effective date of the change.

5. Transfer Of Rights And Duties

"Your" rights and duties under this endorsement may not be assigned without "our" written consent.

6. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate shall not relieve "us" of any obligations under this endorsement.

7. Policy Period, Coverage Territory

Under this endorsement, "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.

8. Concealment, Misrepresentation, Or Fraud

Coverage for "your" claim under this endorsement is void in any case of fraud by "you" at any time as it relates to this coverage. It is also void if "you", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This endorsement;
- b. The "covered auto";
- c. "Your" interest in the "covered auto"; or
- d. A claim under this coverage.

9. Premium Audit

- a. The estimated premium for this endorsement 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. 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 endorsement will be computed annually, based on "our" rates or premiums in effect at the beginning of each year of the policy.

10. Arbitration

- a. If "we" and an "insured" disagree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

"You" are not required to arbitrate; however, if both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. "We" will pay all arbitration expenses if "we" request arbitration. If an "insured" requests the arbitration, each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision can be reached by two of the arbitrators but will not be binding.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 116

COMMERCIAL AUTO
CA 01 59 05 17**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UTAH CHANGES**

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

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. Paragraph **b.(6)** is added to the **Who Is An Insured** provision in the Business Auto Coverage Form and supersedes any provision to the contrary:

(6) Your customers, if your business is shown in the Declarations as a rental company. However, if a customer of yours has no other valid and collectible insurance, they are an "insured", but only up to [REDACTED] for each "accident", which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

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

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

However, this exclusion does not apply for coverage up to the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

B. Changes In Conditions

1. The **Legal Action Against Us** Condition does not apply.

2. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

- a. We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.
- b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

3. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Fraud Or Misrepresentation

Subject to UTAH CODE ANN. Section 31A-21-105, this Coverage Form may be rescinded in the event of fraud or misrepresentation by you or any other "insured" relating to:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

However, this provision does not apply, but only up to the compulsory or financial responsibility limits required by Utah law, if an "accident" results in a third-party liability claim against the "insured" under this Coverage Part.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 117

**COMMERCIAL AUTO
CA 22 44 11 16****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UTAH PERSONAL INJURY PROTECTION**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Benefits	Limit Per Person
Medical Expenses	■■■■■
Work Loss	(a) ■■■■% of any loss of gross income and earning capacity, not to exceed the total of \$250 per week; and (b) ■■■■ per day for inability to perform services for the household.
Funeral Expenses	\$■■■■■
Survivor Loss	\$■■■■■
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

We agree with you, subject to all of the provisions in this endorsement and to all of the provisions of the Policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits in accordance with Title 31A, UTAH CODE ANNOTATED to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the use of an "auto" as an auto.

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

1. Medical Expenses

Reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semiprivate room, unless more intensive care is medically required.

2. Work Loss

- a. Loss of income and loss of earning capacity by the "insured" during his or her lifetime, from inability to work during a period commencing three days after the date of the loss of income and earning capacity resulting from the "bodily injury" and continuing for a maximum of 52 consecutive weeks thereafter. If such "insured's" inability to work continues in excess of a total of two consecutive weeks after the date of the loss of income and earning capacity resulting from the "bodily injury", this three-day elimination period shall not be applicable; and
- b. An allowance for services actually rendered or reasonably incurred that, but for the "bodily injury", the "insured" would have performed during his or her lifetime for his or her household commencing three days after the date of the "bodily injury" and continuing for a maximum of 365 consecutive days thereafter. If such "insured's" inability to perform such services continues in excess of 14 consecutive days after the date of the "bodily injury", this three-day elimination period shall not be applicable.

3. Funeral Expenses

Funeral, burial or cremation expenses incurred.

4. Survivor Loss

Compensation on account of the death of the "insured" and is payable only to natural persons who are the "insured's" heirs.

B. Who Is An Insured

1. You, unless you are injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by you and which is not a covered "auto".
2. If you are an individual, any "family member", unless the "family member" is injured in an "accident" which resulted from the use or operation of any motor vehicle which is owned by such "family member" and which is not a covered "auto".
3. Any person while "occupying" a covered "auto" with the consent of the "insured", except your customers, if your business is shown in the Declarations as a rental company. However, if the customer of a rental company has no other valid and collectible insurance, they are "insured", but only up to the minimum personal injury protection coverage and benefits amount specified by UTAH CODE ANN. Section 31A-22-307. This supersedes any provision to the contrary.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.
4. Any person while "occupying" any other "auto" other than a public or livery conveyance, operated by you or a "family member". Public or livery conveyance as used in this provision includes, but is not limited to, any period of time an "auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "auto".
5. A "pedestrian" if the "accident" involves the use of a covered "auto".

C. Exclusions

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

1. Sustained by the "insured" while "occupying" an "auto" owned by, or furnished for the regular use of, that "insured", or if you are an individual, any "family member", that is not a covered "auto".
2. Sustained by any person while operating the covered "auto" without the express or implied consent of the "insured" or while not in lawful possession of the covered "auto".
3. Sustained by a "pedestrian" if the "accident" occurs outside the state of Utah. This exclusion does not apply, if you are an individual, to you or any "family member".
4. Sustained by any person if such person's conduct contributed to his injury under either of the following circumstances:
 - a. Causing injury to himself or herself intentionally, or
 - b. While committing a felony.
5. Sustained by any person arising out of the use of any "auto" while located for use as a residence or premises.

6. 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.
7. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by an "insured" in any one "accident" is the Limit Per Person amount shown in the Schedule.
2. Any amount payable under this coverage will be reduced by the amount paid, payable or required to be provided for "bodily injury":
 - a. Under any workers' compensation plan or any similar statutory plan; or
 - b. By the United States or any of its agencies because of his or her being on active duty in the military services.

E. Changes In Conditions

The Conditions of the Policy are changed for Personal Injury Protection as follows:

The following is added to **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form:

- d. If an "insured" or his or her legal representative or survivor institutes legal action to recover damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

- e. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:

- (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
- (2) Such other information that will help us determine the amount due and payable.

The following conditions are added:

Reimbursement And Trust

1. If we make any payment to any "insured" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.
2. Any "insured" receiving payment must hold in trust for our benefit all rights of recovery he or she has against the party causing "bodily injury".
3. That person must do everything necessary to secure such rights and must do nothing to impair them.
4. That person must execute and deliver to us instruments and papers that may be appropriate to secure his or her and our rights and obligations established by this provision.

Coordination And Nonduplication

1. No "insured" may recover duplicate payments for the same elements of "loss" under this or any other insurance.
2. This insurance is primary only for "bodily injury" sustained by an "insured" in an "accident" arising out of the use or operation of a covered "auto".
3. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies combined will not exceed the amount payable under the policy with the highest dollar limit of benefits. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits covering on the same basis.

4. Personal Injury Protection benefits paid or payable under this Coverage Form or any other Coverage Form or policy providing auto insurance because of "bodily injury" sustained by an "insured" shall be primary to any Auto Medical Payments Coverage provided under this Coverage Form.

Premium Recomputation

The premium for this Policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of Title 31A, UTAH CODE ANNOTATED. If a court declares any of these provisions unenforceable, we have the right to recompute the premium, and the provisions of this endorsement are voidable or subject to amendment at our option.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means every self-propelled vehicle which is designed for use upon a highway, including trailers and semitrailers designed for use with such vehicles, except traction engines, road rollers, farm tractors, tractor cranes, power shovels, and well drillers, and every vehicle which is propelled by electric power obtained from overhead wires but not operated on rails.
2. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.
3. "Occupying" means being in or upon an "auto" as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from an "auto".
4. "Pedestrian" means any person not "occupying" or riding upon an "auto".
5. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 118

**COMMERCIAL AUTO
CA 01 16 10 15****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM

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

BUSINESS AUTO COVERAGE FORM

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

A. Paragraph A. Coverage of Section II – Liability Coverage is replaced by the following:

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We have the right and duty to defend any "suit" for such damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

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.

B. Paragraph A.1.b. of Section II – Liability Coverage is amended by the addition of the following:

1. Who Is An Insured

The following are "insureds":

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(6) Your customers, if you are in the motor vehicle business. However, if a customer of yours:

(a) Has no other valid and collectible insurance applicable to the same "accident", they are an "insured" but only up to the financial responsibility limits specified in Section 46.2-472 of the Code of Virginia.

(b) Has other valid and collectible insurance applicable to the same "accident" less than the financial responsibility limits specified in Section 46.2-472, they are an "insured" only for the amount by which the financial responsibility law limits exceed the limits of their other insurance.

Motor vehicle business means the business of selling, leasing, repairing, servicing, storing or parking motor vehicles which are:

(a) Used for demonstration purposes by a prospective purchaser;

(b) Loaned or leased to another as a temporary substitute while such person's "auto" is being repaired or serviced; or

(c) Leased to another for a period of six months or more.

C. Paragraph A.2. Coverage Extensions of Section II – Liability Coverage is amended as follows:

1. Paragraphs a.(3), a.(5) and a.(6) of Supplementary Payments are replaced by the following:

a. Supplementary Payments

We will pay for the "insured":

(3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(5) All court costs taxed against the "insured" in any "suit" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of judgment in any "suit" 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.

2. Paragraph **a. Supplementary Payments** is amended by the addition of the following:

a. Supplementary Payments

We will pay for the "insured":

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

D. Paragraph **A.2.b.(1) of Section II – Liability Coverage** is replaced by the following:

2. Coverage Extensions

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.

E. Paragraph **B. Exclusions of Section II – Liability Coverage** is amended as follows:

1. Paragraph **B.4. Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of employment by the "insured"; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

2. Paragraph **B.5. Fellow Employee** Exclusion is deleted.

3. Paragraph **B.6. Care, Custody Or Control** Exclusion is replaced by the following:

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

4. Paragraph **B.11. Pollution** Exclusion is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". This exclusion does not apply if the discharge is sudden and accidental.

5. Paragraph **B.12. War** Exclusion is replaced by the following:

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

F. Paragraph **C. Limit Of Insurance** of Section II is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

2. We will apply the limit shown in the Declarations to first provide the separate limits required by Virginia law as follows:

- a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and
- b. Subject to **2.a.** above, \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and

- c. \$20,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

G. The Business Auto Conditions of Section IV are amended as follows:

1. Paragraph A.2.b.(3) of the Duties In The Event Of Accident, Claim Or Loss Condition is replaced by the following:

- b. Additionally, you and any other involved "insured" must:

- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit". The "insured" will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages.

2. Paragraph A.2.c. of the Duties In The Event Of Accident, Claim Or Loss Condition is replaced by the following:

- c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following, but only with respect to a Physical Damage claim:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Do what is reasonably necessary to protect the covered "auto" from further damage. Also keep a record of your expenses for payment in the settlement claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Paragraph A.4. of the Loss Payment – Physical Damage Coverages Condition is replaced by the following:

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include:

- (1) The applicable sales and use tax for the damaged or stolen property;
- (2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto"; and
- (3) Any applicable general average, salvage or disposal charges.

4. Paragraph B.2. Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to the Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

5. Paragraph B.5.b. of the Other Insurance Condition is replaced by the following:

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 deemed to be a covered "auto" you don't own.

6. Paragraph B.6. Premium Audit Condition is replaced by the following:

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.

7. Paragraph B.8. of the Two Or More Coverage Forms Or Policies Issued By Us Condition is deleted.

H. Section V – Definitions is amended as follows:

- 1. The "covered pollution cost or expense" definition is deleted.

2. Exceptions **b.** and **c.** to the "insured contract" definition are deleted.
3. The definition of "suit" is replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

I. Changes In Endorsements

1. All references to Auto Medical Payments are replaced in the endorsements by Medical Expense Benefits.
2. All references to personal injury protection (no-fault) and "covered pollution cost or expense" in any endorsement do not apply.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 119

**COMMERCIAL AUTO
CA 02 68 10 15****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****VIRGINIA CHANGES IN POLICY –
CANCELLATION AND NONRENEWAL**

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

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

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

A. If you are an individual and a covered "auto" you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then the **Cancellation** Common Policy Condition does not apply. The following conditions apply instead:

1. Cancellation

- a.** You or your attorney-in-fact may cancel the Policy by returning to us or by mailing to us advance written notice of the date cancellation is to take effect.
- b.** We may cancel this Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation at least:
 - (1)** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2)** 45 days before the effective date of cancellation if we cancel for any other reason.
- c.** When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:
 - (1)** Nonpayment of premium.

- (2)** Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period or, if the Policy is a renewal, during its policy period or the 90 days immediately preceding the last effective date.
- (3)** You or your attorney-in-fact has notified us that you have changed your legal residence to a state other than Virginia and your covered "auto" will be principally garaged in your new state.
- (4)** We replace this Policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this Policy is cancelled and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
- d.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e.** If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancels, the refund, if any, will be computed in accordance with the procedure described in Paragraph **C.** of this endorsement.

- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Nonrenewal

- a. If we decide not to renew or continue this Policy, we will mail the first Named Insured shown in the Declarations notice at least 45 days before the end of the policy period. If the Policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six-month period following its original effective date.
- b. If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

3. Mailing Of Notices

- a. Any notice of cancellation or nonrenewal will be mailed to the first Named Insured's last known address in accordance with Virginia Law. However, we may deliver any notice instead of mailing it.
- b. The notice of cancellation or nonrenewal will state the specific reason(s) for cancellation or nonrenewal, except when a policy is being cancelled or nonrenewed for nonpayment of premium.

B. For all other risks not described in Paragraph A. above:

- 1. Paragraphs 1. and 2. of the **Cancellation** Common Policy Condition are replaced by the following:
 - a. You or your attorney-in-fact may cancel the Policy by mailing or delivering to us advance written notice of the date cancellation is to take effect.

- b. We may cancel the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation, stating the reason(s) for cancellation, at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any other reason.

2. Paragraph 3. of the **Cancellation** Common Policy Condition does not apply.

3. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

- 5. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancels, the refund, if any, will be computed in accordance with the procedure described in Paragraph C. of this endorsement.

4. The following conditions are added:

a. Nonrenewal

- (1) We may nonrenew the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of nonrenewal, stating the reason for nonrenewal, at least:
 - (a) 15 days before the expiration date of the Policy if we nonrenew for nonpayment of premium; or
 - (b) 45 days before the expiration date of the Policy if we nonrenew for any other reason.
- (2) If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

b. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed to the first Named Insured's last known address in accordance with Virginia Law. However, we may deliver any notice instead of mailing it.

C. The following provisions govern the calculation of return premium for all risks:

1. We will compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:
 - a. At our request;
 - b. Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - c. And rewritten by us or a member of our company group; or
 - d. After the first year, if it is a prepaid policy written for a term of more than one year.
2. When this Policy is cancelled at your request (except when Paragraph 1.b., 1.c. or 1.d. applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

3. When this Policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:

- a. Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.
- b. Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force, as determined by Paragraph 3.a., rounded to the next higher whole dollar.
- c. Pro rata unearned premium will be determined by subtracting Paragraph 3.b. from Paragraph 3.a.
- d. The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
- e. Calculate the short rate earned premium by adding Paragraphs 3.b. and 3.d.
- f. If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
- g. If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.

However, earned premium will not be less than our policywriting minimum premium.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 120

**COMMERCIAL AUTO
CA 22 46 01 16****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****VIRGINIA MEDICAL EXPENSE AND
INCOME LOSS BENEFITS ENDORSEMENT**

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

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

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

The insurance afforded by this endorsement is only for the coverage(s) indicated by a specific premium charge in the Declarations or in the Schedule.

Coverages	Limit Of Insurance	Premium
Section I Medical Expense Benefits	Each Person	\$Included
Section II Income Loss Benefits	Per Week Each Person	\$Included
	Total Premium	\$Included

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

SECTION I – MEDICAL EXPENSE BENEFITS**A. Coverage**

We will pay, in accordance with Section 38.2-2201 or 46.2-465 of the Virginia Code, to a covered injured person, "medical expense" benefits as a result of "bodily injury" caused by an "accident" and arising out of the ownership, maintenance or use of a "motor vehicle" as a "motor vehicle".

B. Exclusions

This insurance does not apply to "bodily injury":

1. Sustained by any person who intentionally injures himself or herself;
2. Sustained by any person to the extent that benefits for that injury are in whole or in part payable under any workers' compensation or similar law;

3. Sustained by the "named insured" or any "family member" while "occupying" any motor vehicle owned by or furnished or available for regular use by such "named insured" or any "family member" and that is not a "covered auto"; or
4. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to war.

C. Limit Of Insurance

1. Regardless of the number of claims made or "covered autos" to which this insurance applies, the most we will pay for "medical expense" benefits to any "insured" who sustains "bodily injury" in any one "accident" is the Limit Of Insurance for "medical expense" benefits shown in the Schedule or Declarations.
2. No "insured" will be entitled to collect under "medical expense" Coverage, more than his or her actual "medical expenses" incurred within three years after the date of the "accident", from this or any other automobile insurance policy or combination of those policies providing "medical expense" insurance applicable to that "accident".

SECTION II – INCOME LOSS BENEFITS

A. Coverage

We will pay, in accordance with Section 38.2-2201 or 46.2-465 of the Virginia Code, to a covered injured person, "income loss" benefits as a result of "bodily injury" caused by an "accident" and arising out of the ownership, maintenance or use of a motor vehicle.

B. Exclusions

Exclusions 1., 2., 3. and 4. under Section I of this endorsement apply to Section II.

C. Limit Of Insurance

1. Regardless of the number of claims made or "covered autos" to which this insurance applies, the most we will pay for "Income Loss" Benefits to any "insured" who sustains "bodily injury" in any one "accident" is the Limit Of Insurance shown in the Schedule or Declarations from the first work day lost as a result of the "accident" up to the date that the "insured" is able to return to his or her usual occupation or the date of death of that "insured", whichever occurs first.

2. No "insured" will be entitled to collect more than his or her actual "income loss" sustained within one year after the date of the "accident", from this or any other automobile insurance policy or combination of those policies providing "income loss" benefits insurance applicable to that "accident".

SECTION III – CONDITIONS

The following Conditions are applicable to both Sections I and II, except as noted:

1. Notice

In the event of an "accident", written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the "accident" must be given by or on behalf of the "insured" to us or our legal representatives as soon as possible.

If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

2. Legal Action Against Us

No one may bring a legal action against us until there has been full compliance with all the terms of this endorsement.

3. Medical Reports; Proof Of Claim

As soon as practicable, the "insured" or someone on his or her behalf must give us written proof of claim, under oath if required, including full particulars of the nature and extent of injuries and treatment received or contemplated. He or she must also furnish us with any other information that may assist us in determining the amount due and payable. The "insured" must submit to physical examinations, at our expense, by physicians we select when and as often as we may require.

The "insured", or in the event of his or her incapacity or death, his or her legal representative, shall upon each of our requests, execute authorization to enable us to obtain medical reports, copies of records and information with respect to loss of income. We may require that the "insured", as a condition for receiving "income loss" benefits, cooperate in furnishing us reasonable medical proof of his or her inability to work.

4. Transfer Of Rights Of Recovery Against Others To Us

With respect to Section II only, if any person or organization to or for whom we make payment for "income loss" benefits under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

SECTION IV – DEFINITIONS

As used in this endorsement:

1. "Covered auto" means a motor vehicle with respect to which:
 - a. The "named insured" is the owner;
 - b. The "bodily injury" liability or "property damage" liability coverage of the Coverage Form applies; and
 - c. The insurance provided under this endorsement applies and for which a specific premium has been charged.
2. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is a resident of the "named insured's" household, including a ward or foster child.
3. "Income loss" means an amount equal to the loss of income incurred by an "insured", usually engaged in a remunerative occupation, within one year after the date of the "accident", and as a result of disability caused by the "accident".
4. "Insured" means:
 - a. The "named insured" or any "family member" who sustains "bodily injury" while "occupying" a motor vehicle, or if struck by a motor vehicle while not "occupying" a motor vehicle; or

b. Any other person who sustains "bodily injury" while "occupying" a "covered auto".

5. "Medical expense" means all reasonable and necessary expenses for medical, chiropractic, hospital, x-ray, professional nursing, dental, surgical, prosthetic and rehabilitation services, services provided by an emergency medical services vehicle as defined in Section 32.1-111.1 of the Virginia Code, and funeral expenses, incurred within three years after the date of the "accident".
6. "Named insured" means the individual or organization designated in the Schedule or this endorsement and if not designated therein, means the individual or organization named in Item 1. of the Declarations of the Policy.
7. "Occupying" means in, upon, getting in, on, out of, off or using.

SECTION V – MEDICAL EXPENSE AND INCOME LOSS BENEFITS – INDIVIDUAL NAMED INSURED

If "you" are an individual and a "covered auto" "you" own is of the "private passenger type", the provisions of this endorsement apply, except that Paragraph **C. Limit Of Insurance** of Section I and II of this endorsement are replaced by the following:

C. Limit Of Insurance

Regardless of the number of "covered autos", "insureds" or claims made, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" shall be determined as follows:

1. If there is only one "covered auto" of the "private passenger type", the most we will pay is the limit of Medical Expenses and "Income Loss" Benefits shown in the Schedule or Declarations.
2. If there is more than one "covered auto" of the "private passenger type", our limit of liability is the sum of the highest limits applicable to "covered autos" of the highest limits applicable to "covered autos" of the "private passenger type", subject to a maximum of four such "autos".

POLICY NUMBER: ISA H2515552A

Endorsement Number: 121

**COMMERCIAL AUTO
CA 01 35 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

WASHINGTON CHANGES

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

The **Employee Indemnification And Employer's Liability** Exclusion applies only to "bodily injury" to any "employee" of the "insured" whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the "insured" whose employment is subject to the Industrial Insurance Act of Washington, the **Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:

Employee Indemnification And Employer's Liability

This insurance does not apply to "bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing duties related to the conduct of the "insured's" business; or
- b. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". A domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

B. Changes In Physical Damage Coverage

1. The lead-in to Paragraph **B.1.** in the Business Auto and Motor Carrier Coverage Forms and Paragraph **F.3.a.** in the Auto Dealers Coverage Form is replaced by the following:

We will not pay for "loss" caused directly or indirectly by any of the following:

2. The **Limit Of Insurance** provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following and supersedes any provision to the contrary:

We may deduct for betterment for parts normally subject to repair and replacement during the useful life of the "auto". In this event, deductions shall be limited to the lesser of:

- a. An amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part; or
- b. The amount by which the resale value of the "auto" is increased from the repair or replacement.

3. The following is added to the **Limit Of Insurance** provision:

We will not pay for a "loss" which is paid under Underinsured Motorists Coverage.

C. Changes In Garagekeepers Coverage

If Garagekeepers Coverage in the Auto Dealers Coverage Form is selected or if the Garagekeepers Coverage endorsement or the Garagekeepers Coverage – Customers' Sound Receiving Equipment endorsement is attached, then the exclusion which refers to declared or undeclared war or insurrection is replaced by the following:

We will not pay for "loss" arising directly or indirectly out of the following:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Changes In General Liability Coverages

With respect to the Auto Dealers Coverage Form:

1. Exclusion **2.d. Employee Indemnification And Employer's Liability** under Paragraph **A. Bodily Injury And Property Damage Liability** applies only to "bodily injury" to any "employee" of the "insured" whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

2. With respect to "bodily injury" to "employees" of the "insured" whose employment is subject to the Industrial Insurance Act of Washington, Exclusion **2.d. Employee Indemnification And Employer's Liability** under Paragraph **A. Bodily Injury And Property Damage Liability** is replaced with the following:

d. Employee Indemnification And Employer's Liability Exclusion

This insurance does not apply to "bodily injury" to:

- (1) An "employee" of the "insured" arising out of and in the course of:
 - (a) Employment by the "insured"; or
 - (b) Performing duties related to the conduct of the "insured's" business; or
- (2) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the "insured" under an "insured contract".

3. Paragraphs **5.a.(1), (2) and (3)** of the **Who Is An Insured** provision apply only to "employees" of the "insured" whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

4. With respect to "employees" of the "insured" whose employment is subject to the Industrial Insurance Act of Washington, Paragraph **5.a.** of the **Who Is An Insured** provision is replaced by the following:

- a. "Bodily injury" or "personal and advertising injury":

(1) To you (if you are an individual), your partners (if you are a partnership), your members (if you are a limited liability company) or a fellow "employee" of the "insured" while in the course of his or her employment or while performing duties related to the conduct of your "auto dealer operations";

(2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1) above; or

(3) Arising out of his or her providing or failing to provide professional health care services.

E. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

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.

Neither we nor you shall be held to have waived any rights by any act relating to appraisal.

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

Transfer Of Rights Of Recovery Against Others To Us

- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us for that payment. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.
- b. We are entitled to a recovery only after the person or organization has been fully compensated for damages by another party.

3. The following is added to the **Legal Action Against Us** Condition:

If this action is brought pursuant to Sec. 3 of RCW 48.30, then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail, or certified mail with return receipt requested.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 122

IL 01 23 11 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON 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
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, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and

5. 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.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 123

COMMERCIAL AUTO
CA 01 83 01 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WEST VIRGINIA CHANGES**

For a covered "auto" licensed or principally garaged in West Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

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

1. Expected Or Intended Injury

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

B. Changes In Physical Damage Coverage

The **Appraisal For Physical Damage** Loss Condition is replaced by the following:

1. Appraisal For Physical Damage

If you and we disagree on the amount of "loss", either may demand, in writing, an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select a competent and impartial umpire. If the appraisers cannot agree upon an umpire within 15 days, either may request that selection be made by a judge of a court having jurisdiction. 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 written 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.

C. Changes In Conditions

The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:

When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

1. One provides coverage to an "insured" engaged in the business of leasing or renting "autos";
2. The other provides coverage to a person not engaged in that business; and
3. At the time of an "accident", a person covered by a Coverage Form described in Paragraph **C.2.** is operating an "auto" rented or leased from the business covered by a Coverage Form described in Paragraph **C.1.**;

then the Coverage Form issued to a business described in **C.1.** is excess over any coverage available to the person described in Paragraph **C.2.**

However, if the person described in **C.2.** purchased liability coverage from a business described in **C.1.**, then such coverage will be primary and any Coverage Form issued to the person described in **C.2.** shall be excess.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 124

**COMMERCIAL AUTO
CA 01 89 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WEST VIRGINIA CHANGES – COVERAGE EXTENSION
FOR TEMPORARY SUBSTITUTE AUTOS**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE OF COVERAGES

Enter an "X" in one or more of the following check boxes if at least one "auto" is provided that coverage under the Coverage Form. However, if Comprehensive Physical Damage Coverage and Specified Causes Of Loss Coverage are provided separately by the Coverage Form on at least one covered "auto", then enter an "X" in the check box that provides Comprehensive Physical Damage Coverage.

COVERAGE

- ☐ If an "X" is entered in this check box, this endorsement provides Covered Autos Liability Coverage for a "temporary substitute auto".
- ☐ If an "X" is entered in this check box, this endorsement provides Comprehensive Physical Damage Coverage for a "temporary substitute auto".
- ☐ If an "X" is entered in this check box, this endorsement provides Collision Physical Damage Coverage for a "temporary substitute auto".
- ☐ If an "X" is entered in this check box, this endorsement provides Specified Causes Of Loss Coverage for a "temporary substitute auto".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

Any "temporary substitute auto" that is loaned to the named insured will be considered a covered "auto" only for those coverages where an "X" is entered in the check box in the Schedule of Coverages. However, if Comprehensive Physical Damage Coverage and Specified Causes Of Loss Coverage are provided separately by the Coverage Form on at least one covered "auto", then any "temporary substitute auto" will be considered a covered "auto" for Comprehensive Physical Damage Coverage.

B. Changes In Exclusions

The **Care, Custody Or Control** Exclusion under Covered Autos Liability Coverage does not apply to a "temporary substitute auto". However, this exclusion does apply to contents in a "temporary substitute auto".

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 pay for each coverage designated in the Schedule of Coverages is the Limit Of Insurance for that coverage shown in the Declarations.

If both Covered Autos Liability and Physical Damage coverages are provided by this Coverage Form, any amount payable for damage to a "temporary substitute auto" under this Coverage Form's Covered Autos Liability Coverage shall be reduced by all sums paid for the same damages under this Coverage Form's Physical Damage Coverage.

No one will be entitled to receive duplicate payments for the same elements of "loss".

D. Changes In Conditions

The **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are changed by adding the following:

When this Coverage Form and any other Coverage Form or policy apply and:

1. One provides coverage to an "insured" engaged in the business of selling, leasing, repairing or servicing "autos"; and
2. The other provides coverage to a person not engaged in that business; and
3. At the time of an "accident" a person covered by a Coverage Form described in Paragraph **D.2.** is operating an auto provided by the business covered by a Coverage Form described in Paragraph **D.1.** as a "temporary substitute auto",

then the Coverage Form issued to a business described in Paragraph **D.1.** is excess over any coverage available to the person described in Paragraph **D.2.**

E. As used in this endorsement:

"Temporary substitute auto" means any "auto" you do not own while used with the permission of its owner, who is engaged in the business of selling, leasing, repairing or servicing "autos" while such "auto" is used as a temporary replacement for a covered "auto" you own that is out of use because of its:

1. Breakdown,
2. Repair, or
3. Servicing.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 125

**COMMERCIAL AUTO
CA 02 52 09 17**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CHANGES – NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The following is added and supersedes any provision to the contrary:

Nonrenewal

1. If we decide not to renew or continue this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice at least 45 days before the end of the Policy.
2. For policies that have been in effect for two consecutive years or longer, we will have the right not to renew or continue this Policy if the reason or reasons for the nonrenewal are not prohibited by the provisions of Section 33-6A-4 of the West Virginia Statutes.
3. If we fail to mail or deliver proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.
4. Any notice of nonrenewal will be mailed or delivered to your last known address. If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 126

**COMMERCIAL AUTO
CA 21 22 11 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WEST VIRGINIA UNINSURED AND
UNDERINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, West Virginia, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Coverage	Limit Of Insurance
Uninsured Motorists Coverage:	\$ See DA40002 Each "Accident"
Underinsured Motorists Coverage:	\$ See DA40002 Each "Accident"
The definitions of "uninsured motor vehicle" and "underinsured motor vehicle" apply unless an "X" is entered below: <input type="checkbox"/> If an "X" is entered in this box, only the definition of "uninsured motor vehicle" applies.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured" or "underinsured motor vehicle".

2. With respect to damages resulting from an "underinsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:

- a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
- b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle", and we:
 - (1) Have been given prompt written notice of such tentative settlement; and

- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle", in accordance with the procedure described in Paragraph A.2.b.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. The first [REDACTED] of the amount of "property damage" to the property of each "insured" as a result of any one "accident" caused by an "uninsured motor vehicle".

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. Punitive or exemplary damages.
7. "Bodily injury" or "property damage" if that "bodily injury" or "property damage" is sustained by:

- a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this Coverage Form.
- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" under this Coverage Form.
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

However, with respect to Uninsured Motorists Coverage, this Exclusion 7. applies only to the extent that the limits of liability of this coverage exceed the statutory minimum amount of Uninsured Motorists Coverage.

8. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured or Underinsured Motorists Coverage shown in the Schedule.
2. In no event will an "insured" be entitled to receive duplicate payment for the same elements of "loss".

E. Changes In Conditions

The **Conditions** of the Policy are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.
- b. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

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

- a. If physically able, promptly notify the police if a hit-and-run driver is involved, unless the "accident" has already been investigated by the police; and
- b. Promptly send us copies of the legal papers if a suit is brought.

A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

We do not have a right of recovery against anyone who has a liability bond or policy which is in whole or part uncollectible because the insuring or bonding company is or becomes insolvent or has been placed in receivership.

4. **Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means injury or destruction of:
 - a. A covered "auto";
 - b. Property contained in the covered "auto"; or
 - c. Any other property (except an "auto") owned by an "insured" and located in West Virginia.
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the West Virginia Motor Vehicle Safety Responsibility Law;
 - b. For which an insuring or bonding company legally denies coverage or its bond or policy is in whole or part uncollectible because the company is or becomes insolvent or has been placed in receivership; or
 - c. For which neither the driver nor owner is identifiable. The vehicle or "trailer" must either:
 - (1) Hit an "insured", an "insured's" property, a covered "auto" or a vehicle an "insured" is "occupying"; or
 - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

The facts of the "accident" must be proven by sufficient independent corroborative evidence, other than the testimony of the "insured" making a claim under this or similar coverage.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by the motor vehicle law; or
 - b. Designed for use mainly off public roads while not on public roads.
5. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of the "accident" but the amount paid for "bodily injury" or "property damage" to an "insured" under that bond or policy is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law; or
- b. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 127

COMMERCIAL AUTO
CA 01 17 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WISCONSIN CHANGES**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. If your business is other than selling, servicing, repairing or parking "autos", **Who Is An Insured** is changed to include an officer, agent or "employee" of such business while using a covered "auto". However, that person is an "insured" only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified in WIS. STAT. ch. 344. In this event, coverage will be provided only up to the applicable minimum limit specified in WIS. STAT. ch. 344. The applicable minimum limit is:

- a. \$[REDACTED] for each "accident" for "bodily injury" and "property damage", if the limit of liability is a single limit that applies for each "accident"; or
- b. \$[REDACTED] for each person/\$[REDACTED] for each "accident" for "bodily injury"/\$[REDACTED] for "property damage", if the limit of liability is indicated as a split limit.

2. If your business is selling, servicing, repairing or parking "autos", **Who Is An Insured** is changed to include anyone other than an officer, agent or "employee" of such business while using a covered "auto". However, that person is an "insured" only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified in WIS. STAT. ch. 344. In this event, coverage will be provided only up to the applicable minimum limit specified in WIS. STAT. ch. 344. The applicable minimum limit is:

- a. \$[REDACTED] for each "accident" for "bodily injury" and "property damage", if the limit of liability is a single limit that applies for each "accident"; or
- b. \$[REDACTED] for each person/\$[REDACTED] for each "accident" for "bodily injury"/\$[REDACTED] for "property damage", if the limit of liability is indicated as a split limit.

3. The following is added to **Who Is An Insured**:

Anyone else is an "insured" while using a covered "auto" you own with your or any adult "family member's" permission.

4. The Auto Dealers Coverage Form is changed as follows:

a. Paragraph **2.b.(4)(a)** of the **Who Is An Insured** provision is replaced by the following:

(a) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to \$[REDACTED] for each "accident", which is the minimum combined single limit of liability specified in WIS. STAT. ch. 344.

b. Paragraph **2.b.(4)(b)** of the **Who Is An Insured** provision is replaced by the following:

(b) Has other available insurance (whether primary, excess or contingent), less than the applicable minimum limit for "bodily injury" or "property damage" liability specified in WIS. STAT. ch. 344, they are an "insured" only for the amount by which the applicable minimum limit of liability exceeds the limit of their other insurance. The applicable minimum limit is:

(i) \$[REDACTED] for each "accident" for "bodily injury" or "property damage", if the limit of liability is a single limit that applies for each "accident"; or

(ii) \$[REDACTED] for each person/\$[REDACTED] for each "accident" for "bodily injury"/\$[REDACTED] for "property damage", if the limit of liability is indicated as a split limit.

5. Paragraph **1.b.(4)** of the **Who Is An Insured** provision in the Motor Carrier Coverage Form does not apply.

6. The **Fellow Employee** Exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you do not own or lease.

B. Changes In Conditions

1. The lead-in to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form is replaced by the following:

We have no duty to provide coverage under this policy if failure to comply with the following duties is prejudicial to us:

2. The first sentence of Paragraph **a.** in the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representatives notice as soon as reasonably possible of the "accident" or "loss".

3. The first sentence of Paragraph **a.** in the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form is replaced by the following:

a. In the event of "accident", claim, "suit", offense, "loss" or "act, error or omission", you must give us or our authorized representatives notice as soon as reasonably possible of the "accident", offense, "loss" or "act, error or omission".

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

We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.

5. The **Legal Action Against Us** Condition does not apply.
6. The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

No oral or written statement, representation or warranty made by the "insured" or on his or her behalf in the negotiation for or procurement of this Coverage Form shall be deemed material or defeat or void this Coverage Form, unless such statement, representation or warranty was false and made with intent to deceive, or unless the matter misrepresented or made a warranty, increased the risk or contributed to the "loss". In addition, no breach of a warranty in this Coverage Form shall defeat or void this Coverage Form unless the breach of such warranty increased the risk at the time of "loss", or contributed to the "loss", or existed at the time of the "loss".

Our authorized representative's knowledge will be considered our knowledge. If our authorized representative knows before an "accident" or "loss", and if applicable, offense or "act, error or omission", something which violates a policy condition, this will not void the policy or defeat a recovery for a claim.

If we elect to rescind this policy, we will notify the "insured" of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

7. The following condition is added:

Conformity To Statute Or Rule

Any provision of this Coverage Part (including endorsements which modify the Coverage Part) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under WIS. STAT. Section 227.11(2) and published in the Wisconsin Administrative Code.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 128

**COMMERCIAL AUTO
CA 21 03 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WISCONSIN UNINSURED MOTORISTS COVERAGE**

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

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Icahn Automotive Group LLC

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$ See DA40002

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
- d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

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

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 5. Punitive or exemplary damages.
- 6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
- 2. The Limit of Insurance under this coverage shall be reduced by:
 - a. All sums paid or payable under any workers' compensation, disability benefits or similar law; and
 - b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
- 3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Underinsured Motorists Coverage endorsement or Uninsured Motorists Coverage endorsement.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not make a duplicate payment to the extent amounts are paid or payable because of "bodily injury" under workers' compensation, disability benefits or similar law.

E. Changes In Conditions

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

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

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

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

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

- a. Promptly notify the police if a hit-and-run driver is involved; and

- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

- a. We shall be entitled to the right to recover damages from another only after the "insured" has been fully compensated for damages.
- b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid only after the "insured" has been fully compensated for damages.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.
 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the applicable minimum limit for "bodily injury" liability specified in WIS. STAT. ch. 344. The applicable minimum limit is:
 - (1) \$ [REDACTED] for each "accident", if the limit of liability is a single limit that applies for each "accident"; or
 - (2) \$ [REDACTED] for each person/\$ [REDACTED] for each "accident", if the limit of liability is indicated as a split limit;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must hit another vehicle that hits an "insured", a covered "auto" or a vehicle an "insured" is "occupying".
 - d. That is a phantom motor vehicle and neither the driver nor owner can be identified. The vehicle must make no physical contact with the insured nor with a vehicle the insured is occupying, and all of the following must apply:
 - (1) The facts of the accident must be corroborated by competent evidence that is provided by someone other than the "insured" or any other person who makes a claim against the uninsured motorists coverage as a result of the accident;
 - (2) Within 72 hours after the accident, the "insured" or someone on behalf of the "insured" must report the accident to a police, peace or judicial officer or to the department of transportation or, if the accident occurs outside of Wisconsin, the equivalent agency in the state where the accident occurs; and
 - (3) Within 30 days after the accident occurs, the "insured" or someone on behalf of the "insured" must file with the insurer a statement under oath that the "insured" or a legal representative of the "insured" has a cause of action arising out of the accident for damages against a person whose identity is not ascertainable and setting forth the facts in support of the statement.
- However, "uninsured motor vehicle" does not include any vehicle:
- a. Owned by a governmental unit or agency;
 - b. Operated exclusively on rails or crawler treads;
 - c. Designed for use mainly off public roads while not on public roads;
 - d. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent; or
 - e. That is an underinsured motor vehicle.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 129

IL 02 70 09 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CALIFORNIA CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the **Cancellation Common Policy Condition are replaced by the following:**

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

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

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Apurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

- C.** The following is added and supersedes any provisions to the contrary:

Nonrenewal

- 1.** Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a.** We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.
- b.** We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1)** The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2)** The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3)** We have:

- (a)** Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b)** Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c.** We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d.** We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
- (1)** Commercial Property Coverage Part – Causes Of Loss – Special Form; or
- (2)** Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.
- 3.** We are not required to send notice of nonrenewal in the following situations:
- a.** If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b.** If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**
- c.** If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d.** If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e.** If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f.** If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 130

IL 02 28 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COLORADO CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been 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:

- 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.

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

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

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:

- (1)** Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2)** At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** A false statement knowingly made by the insured on the application for insurance; or
- (3)** A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 131

IL 01 69 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND
EQUIPMENT COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;
committed by you or any other insured ("insured")
at any time and relating to coverage under this
policy.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 132

IL 00 24 10 14

COMPULSORY LIABILITY INSURANCE POLICY – PUERTO RICO

THIS POLICY INCLUDES TEXT FROM THE ANNEX 1 TO RULE LXX OF THE REGULATIONS OF THE INSURANCE CODE OF PUERTO RICO, WHICH CONTAINS THE UNIFORM POLICY FORM THAT PROVIDES THE PROPERTY DAMAGE LIABILITY COVERAGE REQUIRED BY THE PUERTO RICO "MOTOR VEHICLE COMPULSORY LIABILITY INSURANCE ACT". THIS COVERAGE APPLIES ONLY TO ACCIDENTS THAT OCCUR IN PUERTO RICO AND THAT RESULT FROM THE USE OF "YOUR COVERED AUTO".

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

In consideration of the premium for the compulsory liability insurance and subject to all of the terms of this Policy, we agree with you the following:

SECTION I – DEFINITIONS

- | | |
|--|--|
| <p>A. Throughout this Policy, "you", "your" and "yours" refer to:</p> <ol style="list-style-type: none"> 1. The "named insured" owner of "your covered auto" shown in the Declarations; 2. If the "named insured" is an individual: <ol style="list-style-type: none"> a. The spouse, if a resident of the same household; and b. If the "named insured" dies, the surviving spouse, if a resident of the same household at the time of death. Coverage applies to the spouse as if the "named insured" shown in the Declarations. <p>B. "We", "us" and "our" refer to the Company providing this insurance.
Other words and phrases are defined. They are in quotation marks when used.</p> <p>C. "Family member", if the "named insured" is an individual, means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.</p> <p>D. "Insured" means:</p> <ol style="list-style-type: none"> 1. You or any "family member" with respect to the use of "your covered auto". 2. Any person using "your covered auto" with your permission, except someone using "your covered auto" while working in a business of selling, servicing, repairing or parking motor vehicles, unless that business is yours. 3. The legal representative of the deceased person, if the "named insured" shown in the Declarations is an individual and dies. This applies only with respect to the representative's legal responsibility for the use of "your covered auto". | <p>E. "Traffic accident" refers to an accident between motor vehicles in which at least one of the motor vehicles involved is in motion.</p> <p>F. "Trailer" means a vehicle designed to be pulled by a "private passenger vehicle" or a "commercial vehicle". "Trailer" includes semitrailer.
It also means a farm wagon or farm implement while towed by a "private passenger vehicle" or a "commercial vehicle".</p> <p>G. "Private insurer" means an insurer that is authorized or may be authorized in the future to underwrite in Puerto Rico, insurance against any loss, expense or liability for loss of or damage to persons or property, resulting from or incidental to the ownership, maintenance or use of any land vehicle, aircraft or draft or riding animal, all this in accordance with Article 4.070(1) of the Insurance Code of Puerto Rico, provided that the volume of premiums written for that kind of insurance by said insurer is greater than one (1) percent of the total volume of premiums underwritten in Puerto Rico for the same.</p> <p>H. "Joint Underwriting Association" means the Compulsory Liability Insurance Joint Underwriting Association made up of all the private insurers, whose main purpose is to provide compulsory liability insurance to applicants of said insurance who have been rejected by the private insurers.</p> <p>I. "Your covered auto" means:</p> <ol style="list-style-type: none"> 1. Your motor vehicle shown in the Declarations and classified as a "private passenger vehicle" or as a "commercial vehicle". 2. Any "trailer" attached to the motor vehicle shown in the Declarations, if registered in the Puerto Rico Department of Transportation and Public Works as having a loading capacity of two (2) tons or under. |
|--|--|

3. Your "trailer" shown in the Declarations, if registered in the Puerto Rico Department of Transportation and Public Works as having a loading capacity of over two (2) tons.
- J. "Property damage" means physical injury to or destruction of a motor vehicle and does not include loss of use of a motor vehicle.
- K. "Declarations" means the page in this Policy designated as such and for the insureds of the "Joint Underwriting Association" means the license of the vehicle covered under this Policy.
- L. "Suit" means a civil proceeding in which damages because of "property damages" to which this insurance applies are alleged.
- M. "Joint accident report" means the uniform accident report that all "insureds" shall use to notify the "private insurers" or the "Joint Underwriting Association", of an accident between two (2) or more motor vehicles and the circumstances pertaining to how, when and where the accident occurred.
- N. "Police" means the Puerto Rico State Police and the Municipal Guard or Municipal Police.
- O. "Traditional liability insurance" means vehicle insurance as defined in Section 4.070(1) of the Insurance Code of Puerto Rico, which is written by a "private insurer" different from the compulsory liability insurance established by Act No. 253 of December 27, 1995, as amended.
- P. "System" means the Initial Liability Determination System adopted in accordance with Act No. 253 of December 27, 1995, as amended.
- Q. "Commercial vehicle" means a motor vehicle that the Puerto Rico Department of Transportation and Public Works does not register as a private automobile, an automobile of a handicapped person or a motorcycle. The term "commercial vehicle" includes a "trailer" registered by said Department as having a loading capacity of over two (2) tons.
- R. "Racing vehicle" or "high-speed vehicle" means a motor vehicle that has been modified or that, by its own design, is suited for driving at a higher than normal speed depending on the condition of the road. This classification results because of the motor, the chassis, the suspension, the brakes and the tires with which the vehicle is endowed.
- S. "Motor vehicles" means and includes commercial vehicles and private passenger vehicles.
- T. "Private passenger vehicle" means a motor vehicle that the Puerto Rico Department of Transportation and Public Works registers as a private automobile, an automobile of a handicapped person or a motorcycle.
- U. "Public vehicle" means a motor vehicle used on public roads for the transportation of passengers, in exchange of payment, by a public carrier as defined in Section 2(d) of Act No. 109 of June 28, 1962, as amended, known as the "Puerto Rico Public Service Act".

SECTION II – COMPULSORY LIABILITY INSURANCE COVERAGE

A. Insuring Agreement

We will pay the following damages for "property damage" for which any "insured" becomes legally responsible because of a "traffic accident" resulting from the use of "your covered auto":

1. In the case of a "traffic accident" which is within the scope of the diagrams mentioned in Article No. 7 of the "System", the amount, if any, payable under the applicable diagram. The amount thus determined is the most we will pay regardless of any subsequent adjudication of additional amounts, unless a court of competent jurisdiction determines that said "traffic accident" is not within the scope of the diagrams mentioned in Article No. 7 of the "System" or that the selection of the diagram applied in that particular "traffic accident" was incorrectly made.

- a. If the court determines that the "traffic accident" is not within the scope of the diagrams mentioned in Article No. 7 of the "System", we will pay the amounts, if any, settled through the use of available means, subject to the provisions of the Insurance Code of Puerto Rico. Damages will include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or "suit" asking for these damages. Therefore, in addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for the coverage has been exhausted through payment of judgments, settlements or court consignments.

If the court determines that the "traffic accident" is not within the scope of the diagrams mentioned in Article No. 7 of the "System", we will also pay the legal defense costs, if any, you incurred in presenting your case, to the court, regarding the applicability of the diagrams, until the court's decision as to the nonapplicability of the diagrams is final.

- b. If the court determines that the selection of the diagram applied in a particular "traffic accident" was incorrectly made, we will pay the amount, if any, corresponding to the applicable diagram, as determined by the court. In this event, we will also pay the legal defense costs, if any, you incurred in presenting your case, to the court, regarding the applicability of the diagrams, until the court's decision as to the correct selection of diagram is final.
2. In the case of a "traffic accident" that does not fall within the scope of the diagrams mentioned in Article No. 7 of the "System", we will pay the amount, if any, settled or awarded through the use of available means, subject to the provisions of the Insurance Code of Puerto Rico. Damages will include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. Therefore, in addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for the coverage has been exhausted through payment of judgments, settlements or court consignments.

We have no duty to defend or settle any claims for "property damage" not covered under this Policy.

B. Supplementary Payments

In addition to our limit of liability, we will pay on behalf of an "insured":

1. Up to two hundred and fifty dollars (\$250) for the cost of bail bonds required because of a "traffic accident", including violations related to Act No. 141 of July 20, 1960, as amended, known as the Puerto Rico Vehicles and Traffic Act. The "traffic accident" must result in "property damage" covered under this Policy.
2. Premiums on appeal bonds and bonds to release attachments in any "suit" we defend.
3. Interest accruing after a judgment is entered in any "suit" we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. All reasonable expenses incurred by an "insured", at our request, and the actual loss of earnings up to fifty dollars (\$50) a day.
5. The cost of towing "your covered auto" by a tow truck to your residence or to a secure location for storage of the vehicle, as designated by an "insured", when the motor vehicle cannot move under its own power because of a traffic accident. We will determine the cost, subject to the following conditions:
 - a. The cost of towing which from time to time will be set by the Puerto Rico Public Service Commission.
 - b. We will use the distance chart published by the Puerto Rico Highway Authority to calculate the distance. When use of the chart is not feasible, the distance will be calculated by using alternative methods.
 - c. We will pay for the towing expense as a reimbursement, provided that we are given evidence that payment has been made.
 - d. Only services provided by tow trucks duly authorized by the Puerto Rico Public Service Commission will be honored.
6. A payment of \$[REDACTED] as supplementary compensation to assist the affected individual in coping with the difficulties of having a motor vehicle being repaired in a shop. Eligibility for this benefit will include all those motor vehicle owners whose vehicles have been damaged by an "insured" with "your covered auto" in a traffic accident, provided that such owners have not contributed to or been liable for the accident, in accordance with the diagrams of Rule LXXI of the Regulations of the Insurance Code of Puerto Rico. The benefit will be paid as a reimbursement after the motor vehicle has been repaired and it has been inspected by our representative.
7. The cost of sales and use tax (IVU) paid by the insured for the cost of parts and labor incurred in repairing a motor vehicle.

C. Exclusions

1. We will not provide "property damage" liability coverage to any "insured" for:
 - a. "Property damage" intentionally caused by any "insured".
 - b. "Property damage" to property owned or being transported by any "insured".
 - c. "Property damage" to property:
 - (1) Rented to;
 - (2) Used by; or
 - (3) In the care, custody or control of any "insured".
 - d. The use of any motor vehicle, other than "your covered auto".
 - e. The use of any vehicle, located inside a facility designed for racing, for the purpose of:
 - (1) Competing in; or
 - (2) Practicing or preparing for, any prearranged or organized racing or speed contest.
 - f. Any "insured" who, in connection with any "traffic accident" for which coverage is sought under this Policy, has made fraudulent statements or engaged in fraudulent conduct.
 - g. "Property damage" for which any "insured":
 - (1) Is an insured under a nuclear energy liability policy; or
 - (2) Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

 - (1) American Nuclear Insurers;
 - (2) Mutual Atomic Energy Liability Underwriters; or

(3) Nuclear Insurance Association of Canada.

- h. "Property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants.

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.

The exclusion 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 "your covered auto" or its parts, if the pollutants escape or are discharged, dispersed or released directly from "your covered auto's" part designed by its manufacturer to hold, store, receive or dispose of such pollutants.

2. We will not pay damages for "property damage" to any motor vehicle that is not insured as required by Act No. 253 of December 27, 1995, as amended in accordance with the provisions of Article 11(b) of said Act.

D. Limit Of Liability

The limit of liability established by Act No. 253 of December 27, 1995, as amended, is our maximum limit of liability for "property damage" resulting from any one "traffic accident". This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made or claimants; or
3. Motor vehicles involved in the "traffic accident".

Except with respect to the limit of liability, the coverage afforded in this Policy applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.

SECTION III – DUTIES AFTER A TRAFFIC ACCIDENT

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

1. We must be notified promptly of how, when and where a "traffic accident" occurred.
Notice should also include the names and addresses of any witnesses.

2. A person seeking any coverage must:

- a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
- b. Promptly send us copies of any notices or legal papers received in connection with a "traffic accident";

- c. Submit, as often as we reasonably require, to examination under oath and subscribe the same;
- d. Authorize us to obtain pertinent records;
- e. Submit a proof of loss when required by us; and

- f. Report to the "police" a "traffic accident" in which "your covered auto" is involved, within forty-eight (48) hours from its occurrence, except for justifiable causes.

SECTION IV – GENERAL PROVISIONS

A. Legal Action Against Us

No legal action may be brought against us until there has been full compliance with all the terms of this Policy.

B. Changes

1. This Policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
2. If we make a change which broadens coverage under this edition of your policy, that change will automatically apply to your policy as of the date we implement the change in Puerto Rico.

This item 2. does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- a. A subsequent edition of your policy; or
- b. An amendatory endorsement.

C. Conformity With State Statutes

Any provision of this Policy which, on its effective date, is in conflict with the statutes of Puerto Rico is hereby amended to conform to the minimum requirements of such statutes.

D. Entire Contract

This Policy will become effective only when its corresponding premium has been paid at the time of issuance or renewal of the license of the motor vehicle to which this insurance applies.

When the compulsory liability insurance is provided by the "Joint Underwriting Association", this Policy and the license of the motor vehicle to which this insurance applies will constitute the entire contract between you and us.

When the compulsory liability insurance is provided by the private insurers, this Policy, the "Declarations" pertaining to the same and the application for this insurance attached to this Policy constitute the entire contract between you and us.

E. Errors In Classification

In the event that the classification pertaining to "your covered auto" is incorrectly stated, the Policy premium corresponding to the correct classification shall be deemed to be applicable.

F. Joint Accident Report

Our receiving, within fifteen (15) days after a "traffic accident", the "Joint Accident Report", duly completed, will expedite the resolution of a claim.

G. Bankruptcy

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this Policy.

H. Other Insurance

This Policy provides primary insurance for "your covered auto".

I. Termination

1. Cancellation

- a. We may not cancel this Policy for any reason.
- b. You may cancel this Policy only if "your covered auto":

- (1) Is a total loss and therefore unable to cause any damage in the public roads and you provide us the corresponding certification issued by the Puerto Rico Department of Transportation and Public Works, to the effect that the vehicle is shown in the Motor Vehicle Register of said Department with an annotation indicating that it has a scrap lien and that its motor vehicle license and license plate have been surrendered for cancellation to the mentioned Department.

- (2) Is exported from Puerto Rico and you provide to us the corresponding certification, issued by the Puerto Rico Department of Transportation and Public Works, to the effect that the vehicle is shown in the Motor Vehicle Register of said Department with an annotation indicating that it has an exportation lien and that its motor vehicle license and license plate have been surrendered for cancellation to the mentioned Department.

If you request this Policy's cancellation pursuant to item 1.b. above, before the expiration of the policy period, you may be entitled to a premium refund. If so, we will refund the pro rata unearned premium subject to a minimum earned premium of seven dollars (\$7).

2. Renewal

- a. This Policy will be renewed by us at expiration. Nevertheless, we will not renew it if you have obtained other equal coverage on "your covered auto" and you have notified us, in writing, of this other coverage, no less than forty (40) days prior to the expiration date of this Policy.
- b. At renewal date we may find that you no longer qualify under the underwriting guidelines established for the compulsory liability insurance issued by "private insurers" because of any of the following reasons:
 - (1) "Your covered auto" is used as a "public vehicle";
 - (2) "Your covered auto" is a "racing vehicle" or "high-speed vehicle";
 - (3) You or the main driver of "your covered auto" has accumulated five (5) or more points on account of traffic law violations during the past three (3) years;
 - (4) You or the main driver of "your covered auto" has been convicted of driving a motor vehicle under the influence of alcohol or drugs, or of participating in any type of racing activity on public roads;
 - (5) Your driver's license or that of the main driver of "your covered auto" has been suspended or revoked within one (1) year from the requested effective date of the compulsory liability insurance policy; or

- (6) "Your covered auto" is not insurable in accordance with the written underwriting guidelines that we maintain for the underwriting of the traditional liability insurance policies that we issue. When applying this rule, we shall neither establish nor permit any discrimination in favor of particular persons and in detriment of others or between insureds or objects of insurance that essentially have the same elements of insurability, risk and exposure, or expense factors, and as far as it is applicable, we shall not incur in any unfair discrimination of those typified in the Insurance Code of Puerto Rico.

If such is the case, we must notify you, in writing, of our decision, by regular mail to the last address notified to us, in writing, or to the mailing address appearing in this Policy, no less than thirty (30) days prior to the expiration date of the Policy. However, the "Joint Underwriting Association" cannot deny the compulsory liability insurance coverage for any of the reasons stated in the above item 2.b.

We shall maintain in our files evidence supporting the defense of any rejection that we may effect in accordance with the above guidelines, including the reference to the underwriting rule applied for the rejection.

3. Other Termination Provisions

If you obtain "traditional liability insurance", with similar or broader coverage than the compulsory liability insurance, on "your covered auto", the compulsory liability insurance provided by this Policy will terminate, at your request, on the effective date of the other insurance.

In such event, you may be entitled to a premium refund. If so, we will refund the pro rata unearned premium, subject to a minimum earned premium of seven dollars (\$7), to the insurer that provides your "traditional liability insurance", to be credited to the premium of said insurance or to be returned to you, if your "traditional liability insurance" is fully paid.

4. Notices

- a. Any notice required may be delivered or mailed by us or you.
- b. Proof of mailing of any notice shall be sufficient proof of notice.

J. Territory And Policy Period

This Policy applies only to "traffic accidents" which occur in Puerto Rico during the policy period. The policy period will commence:

1. On the effective date of the "your covered auto's" license, if the premium for this Policy is paid on or before said date; or
2. On the date that the premium for this Policy is paid, if payment is made after the effective date of "your covered auto's" license.

The policy period will terminate on the expiration date of "your covered auto's" license.

K. Transfer Of Your Interest In This Policy

Your rights and duties under this Policy may not be assigned without our written consent, except that if ownership of "your covered auto" is transferred, the coverage provided by this Policy will automatically be transferred to the new owner of the vehicle. You will have no further rights under this Policy. However, you should notify us of any transfer of ownership of "your covered auto" within ten (10) days of such transfer. Failure to do so could affect your loss experience record.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 133

INTERLINE
IL 02 60 02 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONNECTICUT CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 STANDARD PROPERTY POLICY

- 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 mailing or delivering to us advance written notice of cancellation.
2. Cancellation of policies in effect for less than 60 days.
 If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you 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. Cancellation of policies in effect for 60 days or more.

- a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Conviction of a crime arising out of acts increasing the hazard insured against;
- (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
- (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

- (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or
- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:
 - (a) Physical changes in the property which increase the hazard insured against;
 - (b) A material increase in the hazard insured against; or
 - (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
- b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a. above.
- c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.
- d. Notice of cancellation will be delivered or sent by:
 - (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a United States Post Office certificate of mailing.
- 4. We will give notice to you at your last mailing address known to us.
- 5. Notice of cancellation will state the specific reason for the cancellation and 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. 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.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. The following is added and supersedes any other provision to the contrary:

Nonrenewal

 - 1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
 - 2. This notice will be delivered or sent by:
 - a. Registered mail;
 - b. Certified mail; or
 - c. Mail evidenced by a certificate of mailing.
 If notice is mailed, proof of mailing is sufficient proof of notice.
 - 3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.
 - 4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 134

IL 01 40 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

- A.** The term "spouse" is replaced by the following:
Spouse or party to a civil union recognized under Connecticut law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, or Farm Umbrella Liability Policy, the term "family member" is replaced by the following:
"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of your household, including a ward or foster child.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 135

IL 01 51 01 12

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

This endorsement modifies insurance provided under the following:

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

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Delaware law.

B. Under the Commercial Automobile Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:

"Family member" means:

1. A person related to the individual Named Insured by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of such Named Insured's household, including a ward or foster child;
2. Members of your immediate family including a partner to a civil union recognized under Delaware law, not having a separate household and persons actually residing with and economically dependent upon you, if Delaware Personal Injury Protection Endorsement is attached;
3. A person related to the individual named in the Schedule by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individuals endorsement is attached; or

4. A person related to you by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of your household, including a ward or foster child, if the Individual Named Insured endorsement is attached.

C. With respect to coverage for the ownership, maintenance or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of your household, including a ward or foster child.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 136

IL 01 47 09 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

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

- A.** The term "spouse" is replaced by the following:
Spouse or party to a civil union recognized under Illinois law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to the:
- 1.** Individual Named Insured by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of such Named Insured's household, including a ward or foster child; or
 - 2.** Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of your household, including a ward or foster child.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 137

IL 01 58 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGEHOLDERS ERRORS AND OMISSIONS
COVERAGE FORM*
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
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

* Under the **Mortgageholders Errors And Omissions Coverage Form**, the following condition applies only to Coverage **C** and Coverage **D**.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 138

IL 02 72 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
 - (a) There has been a substantial change in the scale of risk covered by this policy;
 - (b) Reinsurance of the risk associated with this policy has been cancelled; or
 - (c) You have failed to comply with reasonable safety recommendations.

- B.** The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 139

IL 01 56 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**INDIANA CHANGES – CONCEALMENT,
MISREPRESENTATION OR FRAUD**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART

A. The Concealment, Misrepresentation Or Fraud
Condition is replaced by the following:**Concealment, Misrepresentation Or Fraud**

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or

2. Fraud

committed by an insured ("insured") at any time and relating to a claim under this policy.

B. However, with respect to the Commercial Property and Farm Coverage Parts, Paragraph A. does not apply when a claim is made by an "innocent coinsured", provided:

1. The property loss or damage occurs to the primary residence of the "innocent coinsured" as covered under Building Coverage (for Commercial Property) or Coverage A or B (for Farm).

2. The "final settlement" for the property loss or damage is at least 60% of available insurance proceeds under the policy.

C. The following is added and supersedes any provision to the contrary:

1. Any payment made pursuant to Paragraph B. will be for:

a. The actual cost of repair or replacement of the property that is the subject of the claim if the actual cost of repair or replacement is less than or equal to the maximum limit of coverage under the policy; or

b. The maximum limit of coverage under the policy if the actual cost of repair or replacement of the property that is the subject of the claim is greater than the maximum limit of coverage under the policy.

2. Any payment made pursuant to Paragraph B. is limited to the following:

a. An "innocent coinsured's" ownership interest in the property, less any payments we make to a mortgagee or other lienholder with a secured interest in the property.

b. We will not pay another coinsured for any part of the claim for which we have already paid to an "innocent coinsured".

c. We will not pay an amount that is greater than the amount an "innocent coinsured" is entitled to under a decree of dissolution of marriage between the "innocent coinsured" and an individual described in Paragraphs D.1.a. or b.

D. As used in this endorsement, "innocent coinsured" is an insured ("insured") who:

1. Did not have knowledge of, cooperate in, or intentionally contribute to a property loss or damage that was caused or arranged by another individual who:

Is an insured ("insured") and:

a. Died in connection with the circumstances that caused the property loss or damage; or

b. Has been charged with a crime based on a court finding that there is probable cause to believe that the individual committed the crime in connection with the circumstances that caused the property loss or damage;

2. Signs a sworn affidavit attesting that they did not have knowledge of, cooperate in, or intentionally contribute to the property loss or damage; and
 3. Cooperates in the investigation and resolution of the claim for the property loss or damage, any police investigation related to the property loss or damage, and any criminal prosecution of the individual that caused or arranged the property loss or damage.
- E. As used in this endorsement, "final settlement" is a determination:
1. Of the amount owed by us to an "innocent coinsured" under Building Coverage (for Commercial Property) or Coverage **A** or **B** (for Farm) under the policy and for property loss or damage to the "innocent coinsured's" primary residence; and

2. Made by:
 - a. Acceptance of a proof of loss by us;
 - b. Execution of a release by the "innocent coinsured";
 - c. Acceptance of an arbitration award by the "innocent coinsured" and us; or
 - d. Judgment of a court of competent jurisdiction.

However, "final settlement" does not apply to loss or damage related to contents, personal property, or another loss that is not covered under Building Coverage (for Commercial Property) or Coverage **A** or **B** (for Farm) under this policy.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 140

IL 01 17 12 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**INDIANA CHANGES - WORKERS' COMPENSATION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM LIABILITY COVERAGE FORM
 FARM UMBRELLA LIABILITY POLICY
 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

A. For insurance provided under the:

Commercial General Liability Coverage Part
 Commercial Liability Umbrella Coverage Part
 Employment-Related Practices Liability 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

The following is added to the **Workers' Compensation And Similar Laws** Exclusion:

This exclusion also applies to any obligation of the insured under the Indiana Workers' Compensation statutes arising out of the failure of the insured to exact from a contractor (or subcontractor if the insured is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

B. For insurance provided under the Commercial Automobile Coverage Part, the following is added to the **Workers' Compensation Exclusion:**

This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

C. For insurance provided under the Farm Liability Coverage Form and Farm Umbrella Liability Policy, the following is added to the **Workers' Compensation Or Similar Law Exclusion:**

This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 141

IL 02 76 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**IOWA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- 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 mailing or delivering to us advance written notice of cancellation.

2. Cancellation Requirements

- a. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;
- (2) 10 days before the effective date of cancellation if we cancel for any other reason.

- b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:

- (1) Loss of reinsurance, subject to d. below; or
- (2) Any other reason.

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

- (1) Nonpayment of premium;
- (2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
- (3) Acts or omissions by you that substantially change or increase the risk insured;
- (4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
- (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or
- (6) Loss of reinsurance, subject to d. below.

- d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.
4. Notice of cancellation will state:
 - a. The reason for cancellation; and
 - b. 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, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

- B.** The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:
 - a. We have offered to issue a renewal policy; or
 - b. You have failed to pay a premium due or any advance premium required by us for renewal.
2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 142

IL 02 63 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

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

7. Cancellation Of Policies In Effect For More Than 60 Days

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

- (1)** Nonpayment of premium;
- (2)** Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

(4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

- b. If we cancel this policy based on Paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:
 - (1) 14 days before the effective date of the cancellation, if cancellation is for non-payment of premium; or
 - (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.
- C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

 - 1. For the purpose of this Condition:
 - a. Any policy period or term of less than six months shall be considered to be a policy period or term of six months; and
 - b. Any policy period or term of more than one year or any policy with no fixed expiration date shall be considered a policy period or term of one year.
 - 2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
 - 3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
 - 4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
 - 5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
 - 6. If notice is mailed, proof of mailing is sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 143

COMMERCIAL AUTO
IL 02 77 03 12**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOUISIANA CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 STANDARD PROPERTY POLICY

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following, which applies unless Paragraph **B.** of this endorsement applies:

2. Notice Of Cancellation**a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals**

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

(2) Cancellation for any other reason:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

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

- (1)** Nonpayment of premium;
- (2)** Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3)** Activities or omissions by you which change or increase any hazard insured against;
- (4)** Change in the risk which increases the risk of loss after we issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;
- (5)** Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

- (6) The insured's violation or breach of any policy terms or conditions; or
- (7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **A.2.b.** to the first Named Insured 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 a reason described in Paragraphs **A.2.b.(2)** through **(7)** above.

B. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments:

2. Notice Of Cancellation

- a. If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs **B.2.b.** and **B.2.c.**
- b. We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.
- c. The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

C. With respect to the Coverage Parts and Policies to which this endorsement applies, except the Equipment Breakdown Coverage Part, Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **C.5.a.**, **C.5.b.**, **C.5.c.**, **C.5.d.**, **C.5.e.** and **C.5.f.** The cancellation will be effective even if we have not made or offered a refund.

- a. If we cancel, the refund will be pro rata.

- b. If the first Named Insured cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.

- c. We will send the refund to the first Named Insured unless Paragraph **C.5.d.** or **C.5.e.** applies.

- d. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

- e. With respect to any cancellation of the Commercial Auto Coverage Part, we will send the return premium, if any, to the premium finance company if the premium was financed by such company.

- f. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

D. With respect to the Equipment Breakdown Coverage Part, Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **D.5.a.**, **D.5.b.**, **D.5.c.**, **D.5.d.** and **D.5.e.** The cancellation will be effective even if we have not made or offered a refund.

- a. If we cancel, the refund will be pro rata.

- b. If the first Named Insured cancels, the refund will not be less than 75% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.

- c. We will send the refund to the first Named Insured unless Paragraph **D.5.d.** applies.

- d. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.
- e. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

E. The **Premiums** Common Policy Condition is replaced by the following:

Premiums

- 1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums.
- 2. We will pay return premiums, if any, to the first Named Insured, unless another person or entity is entitled to be the payee in accordance with Paragraph **C.** or **D.** of this endorsement.

F. Paragraph **f.** of the **Mortgageholders** Condition in the Commercial Property Coverage Part, Standard Property Policy and the Capital Assets Program (Output Policy) Coverage Part, and Paragraph **4.f.** of the **Mortgageholders** Condition in the Farm Coverage Part are replaced by the following:

If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

G. The following is added and supersedes any other provision to the contrary:

Nonrenewal

- 1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- 2. We need not mail or deliver this notice if:
 - a. We or another company within our insurance group have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- 3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 144

IL 02 47 02 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**MAINE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraphs **2.**, **4.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.** We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation.
 - 4.** Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.
 - 6.** A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.
- B.** If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:
- 7.** We may cancel this policy only for one or more of the following reasons:
 - a.** Nonpayment of premium;
 - b.** Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - c.** Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
 - d.** Failure to comply with reasonable loss control recommendations;
 - e.** Substantial breach of contractual duties, conditions or warranties; or
 - f.** Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

- C. The following is added and supersedes any other provision to the contrary:

Nonrenewal

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

- D. With respect to Physical Damage Coverage provided under the Commercial Automobile Coverage Part, we will provide like notice of cancellation or nonrenewal to any loss payee named in the policy.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 145

IL 01 89 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE
FORM
STANDARD PROPERTY POLICY

The **Concealment, Misrepresentation Or Fraud**
Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We do not provide coverage to one or more insureds
("insureds") who, at any time:

1. Intentionally concealed or misrepresented a material fact;
 2. Engaged in fraudulent conduct; or
 3. Made a false statement;
- relating to this insurance.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 146

IL 01 36 05 04

MANDATORY PREMIUM AND COVERAGE CONDITIONS ENDORSEMENT – PUERTO RICO

It is hereby understood and agreed that pursuant to the regulations approved by the Commissioner of Insurance of Puerto Rico, this policy is amended according to the following conditions and stipulations:

- 1. Policy Premium Paid in Full by You:** If the premium for this policy is to be paid by you in its entirety and is not subject to any form of financing as contemplated by this endorsement, insurance coverage will be afforded only if the total premium is paid in full to, and received by, us or our authorized representative on or before the effective date shown on the declarations of this policy. Otherwise, the policy will be effective on the date the total premium is paid in full to, and received by, us or our authorized representative, and we will proceed as indicated in Section **10** of this endorsement.
- 2. Policy Premium Subject to Our Deferred Payment Plan:** If we have available a deferred payment plan duly approved by the Commissioner of Insurance of Puerto Rico under which the premium for this policy will be paid, insurance coverage will be afforded only if the initial or down payment under said payment plan is paid to, and received by, us or our authorized representative on or before the effective date shown on the declarations of this policy. Otherwise, the policy will be effective on the date the initial or down payment is paid in full to, and received by, us or our authorized representative, and we will proceed as indicated in Section **10** of this endorsement.
- 3. Policy Premium to be Financed as Part of a Financing or Leasing Transaction:** If the premium for this policy is being financed in its entirety (and accordingly no initial or down payment is made by you) in connection with the financing or leasing of property, insurance coverage will be afforded as of the effective date shown on the declarations of this policy only if, within thirty (30) days following the end of the month in which the policy is to be effective, we receive from the bank or financing institution the corresponding total premium.

In the event the payment from the bank or financing institution is not received by us or our authorized representative by the due date indicated above, no insurance coverage will be afforded under this policy and the same will be void as of the date on which it should have become effective.
- 4. Policy Premium to be Financed by a Financing Institution or by a Bank:** If the premium for this policy is financed through a financing institution or by a bank in a situation not covered by the preceding Section **3**, this policy will be effective on the date the down payment of at least 20% of the total annual premium to be paid by you, together with the corresponding premium finance contract duly executed, are received by us or our authorized representative.

In the event the financing institution or the bank does not make the total corresponding payment and said payment is not received by us or our authorized representative within the thirty (30) days following the inception date of the policy, we will cancel the policy in accordance with the cancellation clause of this policy.
- 5. Policy Premium to be Paid Under an Escrow Account:** If this policy is issued in connection with the financing or leasing of property and the premium for this policy is to be paid from funds proceeding from an escrow account, insurance coverage will be afforded as of the effective date shown on the declarations of this policy only if, within thirty (30) days following the end of the month in which the policy is to be effective, we receive from the bank or financing institution the corresponding total premium.

In the event the payment from the bank or financing institution is not received by us or our authorized representative by the due date indicated above, no insurance coverage will be afforded under this policy and the same will be void as of the date on which it should have become effective.

- 6. Policy Premium to be Paid Under an Escrow Account (Condominium Policies Only):** If this policy is issued for a condominium and 25% or more of the premiums for this policy will be paid with funds originating from an escrow account, insurance coverage will be granted on the effective date reflected in the declarations of this policy only if we or our authorized representative have received the premiums thus deposited from the bank or financial institution within thirty (30) days following the last day of the month on which the policy is to enter into effect, and if we have received from you the remaining premium within sixty (60) days following the effective date of the policy.

If this policy is issued for a condominium and less than 25% of the premiums for this policy will be paid with funds originating from an escrow account, insurance coverage will be granted on the effective date reflected in the declarations of this policy only if we or our authorized representative have received from you 25% of the total premium at the time this policy enters into effect and the remaining premium is received by us within sixty (60) days following the effective date of the policy.

In the event full payment of the premium corresponding to this policy is not received by us or our authorized representative by the expiration dates indicated above, insurance coverage under this policy will be cancelled on the date in which the premiums paid are used up. We will send you a notice of cancellation, in accordance with the cancellation clause of this policy, indicating when this cancellation will be effective.

- 7. Policy Premium to be Partly Paid with Proceeds of Single Interest Insurance Cancellations:** If a portion of the total premium for this policy will be paid with the proceeds of the premium return resulting from the cancellation of a single interest policy or certificate, this policy will be effective as of the date the greater of the following amounts is paid to, and received by, us or our authorized representative:

- a. 20% of the annual premium corresponding to this policy, or
- b. the difference between the total premium payable under this policy and the proceeds of the premium return resulting from the cancellation of the single interest policy or certificate.

In the event said premium return is not received by us or our authorized representative within the sixty (60) days following the end of the month in which this policy became effective, we will mail you a notice of cancellation in accordance with the cancellation clause of this policy, to be effective on the date the premium paid by you is exhausted.

- 8. Endorsement Premium:** Endorsements issued after the inception date of this policy, affording additional insurance and which result in an additional premium, shall not be effective until the total additional premium due thereon is paid in full to, and received by, us or our authorized representative. This procedure will be followed if the premium for this policy has been paid in full by you or has been financed by the bank or financing institution. If the premium for this policy is subject to a deferred payment plan the aforesaid endorsement shall not be effective until a down payment of the additional premium in accordance with such plan is paid to, and received by, us or our authorized representative, and accordingly subsequent payments of the plan are amended to include the unpaid portion of the additional premium for the endorsement.

- 9. Premium Corrections:** Any additional premium due resulting from changes in rates, classifications, premium bases, or any other adjustments (as determined by us or the proper rating organization), shall be paid in full within thirty (30) days from the date of billing of the corrective endorsement. If the payment corresponding to this policy is subject to a deferred payment plan or a premium financing contract, a down payment of the additional premium in accordance with such plan or financing contract shall be paid to, and received by, us or our authorized representative within that same thirty (30) day period and accordingly subsequent payments of the plan will be amended to include the unpaid portion of the additional premium for the endorsement. Otherwise, we shall mail to you a notice of cancellation in accordance with the cancellation clause of this policy using the sum of the original premium plus the premium of the corrective endorsement as the basis for the calculation of the amount of premium return due to you, if any.

- 10. Late Payments:** If payment is received after the specified due date, we will proceed as follows:

- a. For new policies (Sections 1 and 2 above) we will issue a change of effective date of coverage notice stating:
 - (1) that the insurance afforded under the policy is effective as of the date of receipt of the applicable premium payment,
 - (2) the resulting amended inception and expiration dates of the policy, which will be postponed by the same number of days that coverage was not afforded due to the late receipt of the premium payment, and
 - (3) the corresponding period of time during which coverage is not afforded under the policy.

b. For premium correction endorsements (Section 9 above) we will issue, subject to the applicable regulations, a limited reinstatement notice stating:

- (1) that the insurance afforded by the policy will be reinstated as of the date of receipt of the applicable additional premium payment,
- (2) the period for which coverage is not afforded, and
- (3) the amount of premium return due to you, if any.

11. Cancellation of Policy: Upon failure in the payment of any premium when due under a policy in force, we must, within the next twenty (20) days following the due date, issue a notice of cancellation in accordance with the provisions of this policy.

12. Definition of Authorized Representative: Authorized representative for the purpose of this endorsement means a general agent, an authorized policywriting agent, or a person duly authorized in writing by us for premium collection purposes.

13. This mandatory endorsement supersedes any other conditions to this effect in the policy to which it is attached.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 147

IL 02 82 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**MISSISSIPPI CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 7. is added to the Cancellation Common Policy Conditions:**7. If:**

- a.** The first Named Insured cancels this policy, we will notify any named creditor loss payee.
- b.** We cancel this policy, we will mail or deliver our written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the first Named Insured, as stated in this Condition.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

B. Paragraphs f. and g. of the Mortgageholders Condition, if any, are replaced by the following:**f. If:**

- (1)** The first Named Insured cancels this policy, we will notify the mortgageholder.
- (2)** We cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

We will notify the mortgageholder by mailing or delivering the cancellation notice to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

g. If:

- (1)** The first Named Insured does not renew this policy, we will notify the mortgageholder.
- (2)** We decide not to renew this policy, we will give written notice to the mortgageholder at least:
 - (a)** 10 days before an anniversary date or the expiration date of the policy, if the nonrenewal is due to nonpayment of premium; or
 - (b)** 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the mortgageholder by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added and supersedes any provision to the contrary:**NONRENEWAL**

- 1.** If the first Named Insured does not renew this policy, we will notify any named creditor loss payee.

2. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any named creditor loss payee, at least:

- a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or
- b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the first Named Insured and any named creditor loss payee by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of Paragraphs 1. and 2. above do not apply to any mortgageholder.

- D. The requirements for notification of cancellation or nonrenewal of this policy, as stated in Paragraphs A., B. and C. above, supersede any other notification requirements to any named creditor loss payee and any mortgageholder, stated in this policy, including any endorsement attached to the policy.
- E. Any named creditor loss payee and any mortgageholder may elect not to receive notification of cancellation or nonrenewal by providing us with a written release.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 148

IL 02 51 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. The following are added to the Cancellation
Common Policy Condition:**

7.a. Midterm Cancellation

If this policy has been in effect for 70 days or more, or if this policy is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;
- (4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;
- (5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;

(7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

b. Anniversary Cancellation

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

2. We need not provide this notice if:

- a.** You have accepted replacement coverage;
- b.** You have requested or agreed to nonrenewal; or
- c.** This policy is expressly designated as nonrenewable.

C. Notices

- 1.** Notice of cancellation or nonrenewal in accordance with **A.** and **B.** above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.
- 2.** We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 149

IL 01 10 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CONCEALMENT MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY
AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss ("loss") or damage in any case of:

1. Concealment or misrepresentation of a material fact; or

2. Fraud;

committed by an insured ("insured") at any time and relating to a claim under this policy.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 150

IL 01 15 01 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – DOMESTIC PARTNERSHIP

This endorsement modifies insurance provided under the following:

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

- A.** All references to spouse shall include an individual who is in a domestic partnership recognized under Nevada law.
- B.** Under the Commercial Auto Coverage Part, the term “family member” is replaced by the following:
“Family member” means a person related to the:
- 1.** Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of such Named Insured's household, including a ward or foster child; or
 - 2.** Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of “covered autos” provided under the Commercial Liability Umbrella Coverage Part, the term “family member” is replaced by the following:
“Family member” means a person related to you by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of your household, including a ward or foster child.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 151

INTERLINE
IL 01 45 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
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
UNDERGROUND STORAGE TANK POLICY

- A.** All references to spouse shall include a partner in a civil union recognized under New Hampshire law.
- B.** Under the Commercial Auto Coverage Part, the term “family member” is replaced by the following:
“Family member” means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or civil union recognized under New Hampshire law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under New Hampshire law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of “covered autos” provided under the Commercial Liability Umbrella Coverage Part, or the Farm Umbrella Liability Policy, the term “family member” is replaced by the following:
“Family member” means a person related to you by blood, adoption, marriage or civil union recognized under New Hampshire law, who is a resident of your household, including a ward or foster child.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 152

IL 01 87 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY
AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

The **Concealment, Misrepresentation Or Fraud**
Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We do not provide coverage to one or more insureds ("insureds") who, at any time:

1. Intentionally concealed or misrepresented a material fact;
 2. Engaged in fraudulent conduct; or
 3. Made a false statement;
- relating to this insurance.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 153

IL 02 08 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NEW JERSEY CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

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

a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

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

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

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

- (1) Nonpayment of premium;
- (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
- (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
- (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
- (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
- (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
- (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
- (8) Loss of or reduction in available insurance capacity;
- (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
- (10) Loss of or substantial changes in applicable reinsurance;
- (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

(12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond.

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraph 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

- e. We need not send notice of cancellation if you have:
 - (1) Replaced coverage elsewhere; or
 - (2) Specifically requested termination.
- D. The following is added and supersedes any other provision to the contrary:
NONRENEWAL
 - 1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
 - 2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
 - a. Certified mail; or
 - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
 - 3. We need not mail or deliver this notice if you have:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 154

IL 01 41 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
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
UNDERGROUND STORAGE TANK POLICY

- A.** The term “spouse” is replaced by the following:
Spouse or party to a civil union recognized under New Jersey law.
- B.** Under the Commercial Auto Coverage Part, the term “family member” is replaced by the following:
“Family member” means a person related to the:
- 1.** Individual Named Insured by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of such Named Insured's household, including a ward or foster child; or
 - 2.** Individual named in the Schedule by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of “covered autos” provided under the Commercial Liability Umbrella Coverage Part, the term “family member” is replaced by the following:
“Family member” means a person related to you by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of your household, including a ward or foster child.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 155

IL 01 83 08 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE
FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

FRAUD

We do not provide coverage for any insured ("insured") who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss ("loss") or damage for which coverage is sought under this policy.

However, with respect to insurance provided under the COMMERCIAL AUTOMOBILE COVERAGE PART, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 156

IL 02 44 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**OHIO CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation** Common Policy Condition is replaced by the following:
- 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 only for one or more of the following reasons, except as provided in Paragraph 6. below:
 - a.** Nonpayment of premium;
 - b.** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
 - c.** Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
 - d.** The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
 - e.** Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
 - f.** Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
 - g.** A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
 - 3.** We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
 - 4.** We will mail the 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 a reason stated in 2.b. through 2.g. above.

5. The notice of cancellation will:

- a. State the effective date of cancellation. The policy period will end on that date.
- b. Contain the date of the notice and the policy number, and will state the reason for cancellation.

6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

7. 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.

B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.

C. Common Policy Conditions

1. Paragraph **A.2.a.** of the **Businessowners** Common Policy Conditions is deleted.

2. Paragraph **E.2.** of the **Cancellation** Common Policy Condition in the Standard Property Policy is deleted. Paragraph **E.2.** is replaced by the following (unless Item **A.** of this endorsement applies):

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, if we cancel for any other reason.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 157

IL 02 36 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**OKLAHOMA CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:****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.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (3)** Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (4)** The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

- (5)** A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

- (6)** A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

- (7)** Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

- (8)** Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:**1. Nonrenewal**

- a.** If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

- (1)** The expiration date of this policy; or
- (2)** An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- e. We will **not** provide notice of nonrenewal if:
 - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. Premium Or Coverage Changes At Renewal

- a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
 - (1) 45 days after notice is given; or
 - (2) The effective date of replacement coverage obtained by the insured;
 whichever occurs first.
 If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
- f. We will **not** provide notice of the following:
 - (1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
 - (2) Changes which are based upon the altered nature or extent of the risk insured; or
 - (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 158

INTERLINE
IL 01 77 10 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OKLAHOMA CHANGES – CONCEALMENT,
MISREPRESENTATION OR FRAUD**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
 COVERAGES, CONDITIONS, DEFINITIONS
 FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
 FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
 STANDARD PROPERTY POLICY

A. When this endorsement is attached to the **Standard Property Policy CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

B. The **Concealment, Misrepresentation Or Fraud** condition is replaced by the following:

Except as provided in Paragraphs **C.** and **D.**, we do not provide coverage in any case of fraud by you as it relates to this Coverage Part at any time. We also do not provide coverage if you or any other insured ("insured"), at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

C. The **Concealment, Misrepresentation Or Fraud** condition in the Commercial Auto Coverage Part is replaced by the following:

We do not provide coverage in any case of fraud by you at any time as it relates to this Coverage Part. We also do not provide coverage if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The covered "auto";

3. Your interest in the covered "auto"; or

4. A claim under this Coverage Part.

However, this provision does not apply, but only up to the compulsory or financial responsibility limits required by Oklahoma law, if an "accident" results in a third party liability claim against the "insured" under this Coverage Part.

D. Under the Kidnap/Ransom And Extortion Coverage Form, the **Concealment, Misrepresentation Or Fraud** condition is replaced by the following:

We do not provide coverage in any case of fraud by you as it relates to this insurance at any time. We also do not provide coverage if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This insurance;
2. A person insured under this insurance;
3. The "property" covered under this insurance;
4. Your interest in the "property" covered under this insurance; or
5. A claim under this insurance.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 159

IL 01 79 10 02

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 160

IL 02 79 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for:

- a.** Fewer than 60 days and is not a renewal policy, we may cancel for any reason.
- b.** 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1)** Nonpayment of premium;
 - (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3)** Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
 - (4)** Failure to comply with reasonable loss control recommendations;
 - (5)** Substantial breach of contractual duties, conditions or warranties;
 - (6)** Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

(7) Loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:

- (1)** A package policy that includes commercial property and commercial liability insurance;
- (2)** Commercial Automobile Coverage Part;
- (3)** Commercial General Liability Coverage Part;
- (4)** Commercial Property Coverage Part – Legal Liability Coverage Form;
- (5)** Commercial Property Coverage Part – Mortgageholders Errors And Omissions Coverage Form;
- (6)** Employment-related Practices Liability Coverage Part;
- (7)** Farm Coverage Part – Farm Liability Coverage Form;
- (8)** Liquor Liability Coverage Part;
- (9)** Products/Completed Operations Liability Coverage Part; or
- (10)** Medical Professional Liability Coverage Part.

B. Paragraph 3. of the **Cancellation** Common Policy Condition is amended by the addition of the following:

3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

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

7. Number Of Days' Notice Of Cancellation:

a. With respect to insurance provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.

b. With respect to insurance other than that provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least:

(1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or

(2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph 6. of the **Cancellation** Common Policy Condition does not apply.

E. The following are added and supersede any provision to the contrary:

1. Nonrenewal

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

a. Expiration date of the policy; or

b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

2. Mailing Of Notices

a. If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

b. The following provision applies with respect to coverage provided under the Farm Coverage Part:

If the first Named Insured has affirmatively consented to our use of an electronic record to deliver notice of cancellation or nonrenewal and has not withdrawn such consent, then the electronic record delivering notice of cancellation or nonrenewal satisfies the requirement that the notice of cancellation or nonrenewal be provided, or made available, to the first Named Insured in writing if we send the first Named Insured the electronic record with a request for a return receipt and we receive the return receipt. If we do not receive the return receipt, we may cancel or nonrenew the policy only after providing or delivering the notice of cancellation or nonrenewal to the first Named Insured in writing, subject to Paragraph **2.a.** above.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 161

IL 01 42 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES – DOMESTIC PARTNERSHIP

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
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
UNDERGROUND STORAGE TANK POLICY

- A.** The term “spouse” is replaced by the following:
Spouse or individual who is in a domestic partnership recognized under Oregon law.
- B.** Under the Commercial Auto Coverage Part, the term “family member” is replaced by the following:
“Family member” means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of “covered autos” provided under the Commercial Liability Umbrella Coverage Part, the term “family member” is replaced by the following:
“Family member” means a person related to you by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of your household, including a ward or foster child.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 162

IL 02 46 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PENNSYLVANIA CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- 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 our agents 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.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 163

IL 09 10 12 03

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 164

IL 01 61 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

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

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Rhode Island law.

B. Under the Commercial Automobile Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:

"Family member" means a person related to:

1. An individual Named Insured by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of such Named Insured's household, including a ward or foster child;
2. The individual named in the Schedule by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individuals endorsement is attached; or

3. You by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of your household, including a ward or foster child, if the Individual Named Insured endorsement is attached.

C. With respect to coverage for the ownership, maintenance or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of your household, including a ward or foster child.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 165

IL 02 50 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**TENNESSEE CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 5. of the **Cancellation Common Policy Condition is replaced by the following:****5. If this policy is cancelled, we will send the first Named Insured any premium refund due.**

The refund will be pro rata if:

- a.** We cancel; or
- b.** The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

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

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

- 1.** Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;

- 2.** Your conviction of a crime increasing any hazard insured against;

- 3.** Discovery of fraud or material misrepresentation on the part of either of the following:

- a.** You or your representative in obtaining this insurance; or
- b.** You in pursuing a claim under this policy;

- 4.** Failure to comply with written loss control recommendations;

- 5.** Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

- 6.** Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

- 7.** Your violation or breach of any policy terms or conditions; or

- 8.** Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

- C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:
 - a. We have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

- D. The following is added to the **Premiums** Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 166

IL 02 66 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

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

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

- a.** Nonpayment of premium;
- b.** Material misrepresentation;
- c.** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d.** Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

- 8.** With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph 7. above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.

- 9.** Notice of cancellation must be delivered or mailed by first-class mail.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

- 1.** If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
- 2.** We need not mail this notice if:
 - a.** You have accepted replacement coverage;
 - b.** You have requested or agreed to nonrenewal; or
 - c.** This policy is expressly designated as non-renewable.
- 3.** If notice is mailed, proof of mailing is sufficient proof of notice.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 167

IL 01 46 08 10

WASHINGTON COMMON POLICY CONDITIONS

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

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

- a. Written notice by mail, fax or e-mail;
- b. Surrender of the policy or binder; or
- c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
- b. The date of cancellation requested by the first Named Insured.

2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:

- a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;
- b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
- c. Because of its physical condition, the structure is in danger of collapse;
- d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
- e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
- f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
- g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
- c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
- d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.

- 5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph **A.3.** above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph **A.3.** above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.

- 6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- 7. 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 will be at least █% of the pro rata refund unless the following applies:

- a. For Division Two – Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.

b. If:

- (1) You are an individual;
- (2) A covered auto you own is of the "private passenger type";
- (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
- (4) The first Named Insured cancels;
the refund will be not less than █% of any unearned portion not exceeding \$█, plus █% of any unearned portion over █ but not exceeding \$█, and not less than █% of any unearned portion in excess of \$█.

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

- 8. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

The 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. Inspection 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.

G. Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
- b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
- c. The policy clearly states that it is not renewable and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.

2. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.**:

- a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 168

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CHANGES – CANCELLATION

The provision in the Cancellation Condition which indicates that proof of mailing will be sufficient proof of notice is deleted.

POLICY NUMBER: ISA H2515552A

Endorsement Number: 169

IL 02 83 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**WISCONSIN CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph 7. below, we may cancel this policy only for one or more of the following reasons:

- a.** The policy was obtained by material misrepresentation;
- b.** There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- c.** There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

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

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following applies to the:

Capital Assets Program (Output Policy) Coverage Part
 Commercial Inland Marine Coverage Part
 Commercial Property Coverage Part
 Crime And Fidelity Coverage Part
 Equipment Breakdown Coverage Part
 Farm Coverage Part

1. We may rescind this policy because of the following:

- a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
- b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
- c. Failure of a condition before a loss if such failure exists at the time of loss; or
- d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

- a. For the reasons in Paragraphs **C.1.a.** and **C.1.b.** unless:

- (1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
- (2) The facts misrepresented or falsely warranted contribute to the loss.

- b. For the reasons in Paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:

- (1) Increases the risk at the time of loss; or
- (2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.**D. The following are added and supersede any other provisions to the contrary:****1. Nonrenewal**

- a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1) You have insured elsewhere;
- (2) You have accepted replacement coverage;
- (3) You have requested or agreed to non-renewal of this policy; or
- (4) This policy is expressly designated as nonrenewable.

- b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

- c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

- (1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and
- (2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 425 California Street, 24th Floor Lic#0B29730 (415) 356-3900 San Francisco, CA 94104	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: certs@epicbrokers.com INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : ACE American Ins Company</td><td>22667</td></tr><tr><td>INSURER B : Navigators Insurance Company</td><td>42307</td></tr><tr><td>INSURER C : Indemnity Ins Co Of N America</td><td>43575</td></tr><tr><td>INSURER D : ACE Fire Underwriters Ins. Co.</td><td>20702</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A : ACE American Ins Company	22667	INSURER B : Navigators Insurance Company	42307	INSURER C : Indemnity Ins Co Of N America	43575	INSURER D : ACE Fire Underwriters Ins. Co.	20702	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED IEH AutoParts, LLC 3111 W. Allegheny Avenue Philadelphia, PA 19132															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

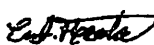
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG46769417	01/01/2018	12/01/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> GarageKeepers			ISAH2515552A	01/01/2018	12/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NY17EXC919212IV	11/01/2017	12/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCUC64781637(CA/OH) WLRC64781595 (MA) WLRC64781625 (AOS) SCFC49102392 (WI)	01/01/2018 01/01/2018 01/01/2018 01/01/2018	12/01/2018 12/01/2018 12/01/2018 12/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - SCHEDULE OF UNDERLYING


This endorsement modifies insurance provided under the following:

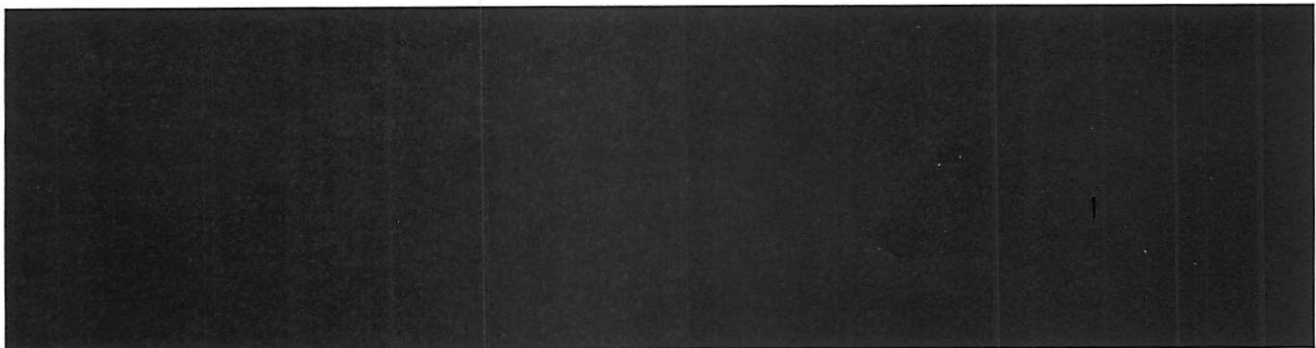
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

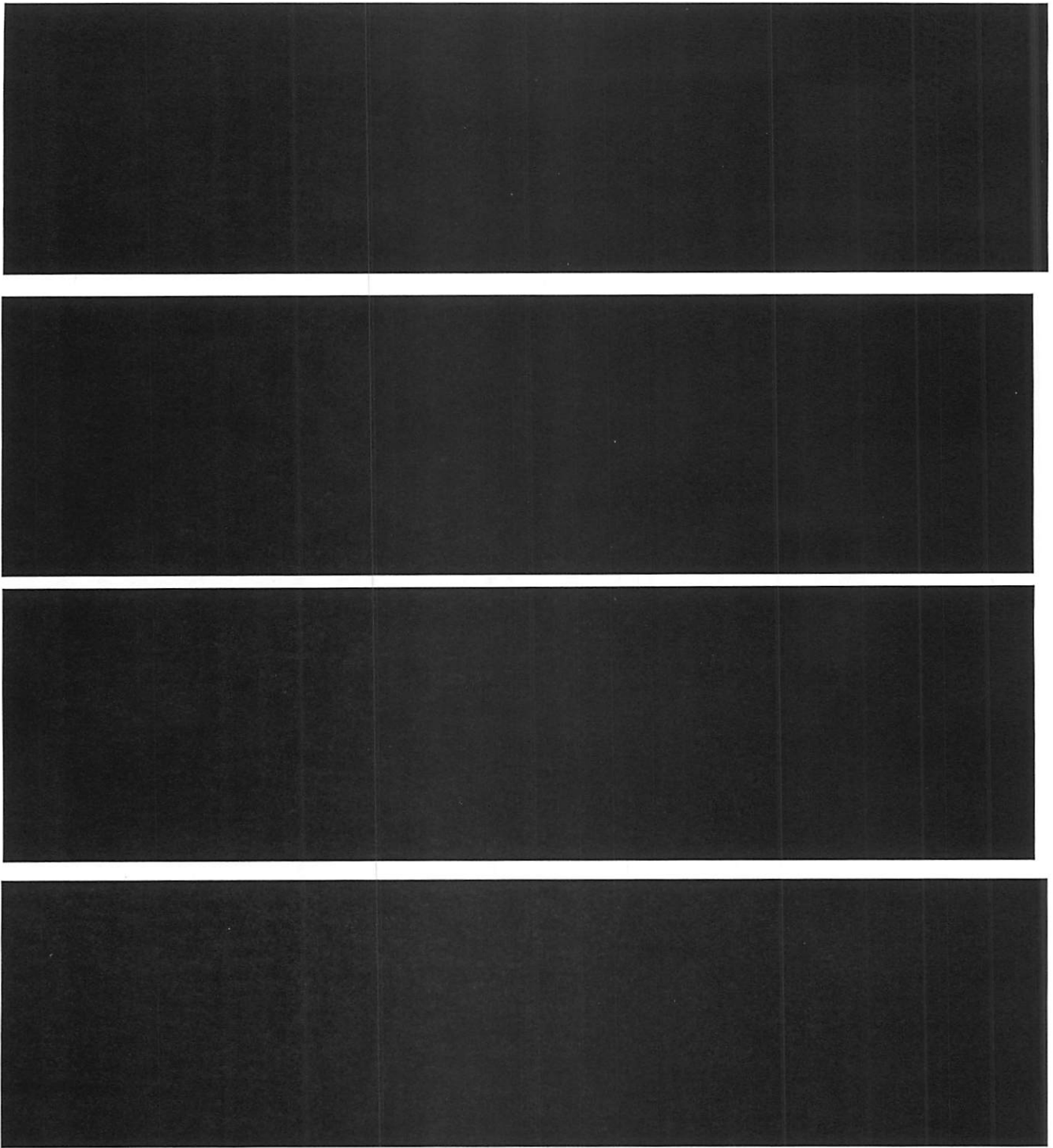
Item 4. of the Declarations is amended as follows:

The following is ☐ Added ☒ Amended ☐ Deleted

4. Underlying Insurance:

Coverage/Carrier/Policy Number	Policy Term	Limits
		
Auto Liability ACE American Insurance Company ISA H2515552A	1/1/2018 to 12/1/2018	\$3,000,000 Combined Single Limit

		
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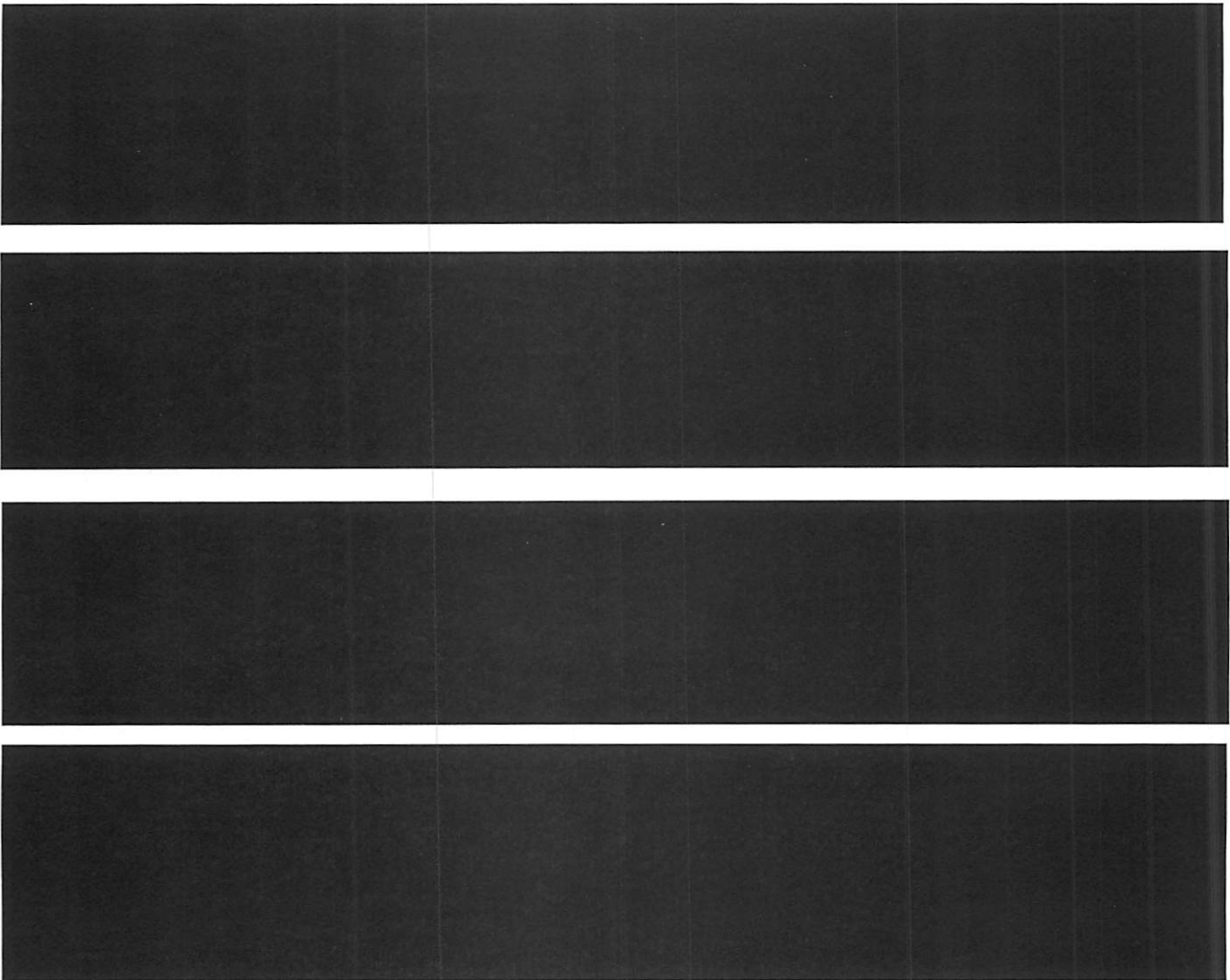
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



All other terms of the policy remain unchanged.

**LR MEDICAL PLLC
2277-83 Coney Island Avenue, Suite # 2A
Brooklyn, NY 11223
(718) 998-9890**

October 18, 2022

**Law Offices of Spencer H. Herman, P.C.
80-02 Kew Gardens, Suite 5001
Kew Gardens, NY 11415**

Attention: Spencer H. Herman, Esq.

**Re: Olaya Goodman
Date of Accident: 2/8/2018**

Dear Mr. Herman:

This is in response to your request for a narrative report regarding the above patient who has been under care in my office due to personal injuries she sustained in a motor vehicle crash that took place on 2/8/18. In addition to the office surgical and other notes and records from my office, I have also reviewed the following records in preparation for this report:

- 1. Emergency Room from Richmond University Medical Center dated 2/8/18;**
- 2. Report from Gautam Khakter, M.D. of Physical Medicine & Rehabilitation of New York, P.C. dated 2/20/2018;**
- 3. Initial Report of Peter C. Kwan, M.D., dated 2/28/18;**
- 4. Report of. Barry M. Katzman, M.D. dated March 6, 2018;**
- 5. MRI Report of the Cervical Spine from Stand-Up MRI of the Bronx dated 2/20/18 pertaining to the examination of 2/18/2018;**
- 6. MRI Report of the Right Shoulder from Stand-Up MRI of the Bronx dated 4/6/2018 and pertaining to the examination on 4/6/2018;**
- 7. MRI Report of the Left Shoulder from Stand-Up MRI of the Bronx dated 2/20/2018 pertaining to the examination of 2/17/2018;**
- 8. MRI Report of the Lumbar Spine from Stand-Up MRI of the Bronx dated 5/16/2019 and pertaining to the examination on 5/11/2019;**
- 9. EMG/NCS Report of the Upper Extremities dated 4/11/18 from Sudha Akkapeddi of Bronx Park Rehabilitation and Sports Medicine;**

10. Operative Report of Andrew Merola, M.D., regarding surgery he performed on the patient's Cervical Spine on 2/19/2019 at Mount Sinai West Hospital;
11. Operative Report of Andrew Merola, M.D. dated pertaining to the lumbar spine surgery he performed on the patient on 6/23/2020 at Mount Sinai West Hospital;
12. Operative Report of Howard Baum, M.D. pertaining to the left shoulder surgery he performed on June 1, 2018 at Allcity Family Health Care Center;
13. Operative Report of Howard Baum, M.D. pertaining to the left shoulder surgery he performed on October 4, 2019 at Allcity Family Healthcare Center.

HISTORY OF PRESENT ILLNESS:

Ms. Goodman was a 40-year-old female who was injured on 2/8/2018 as a result of a work-related motor vehicle crash. The patient told me she was working as a driver for Access-A-Ride and was involved in a crash with another vehicle that struck her in the rear. She was taken by ambulance to Richmond University Medical Center where according to the ER Record I have reviewed, showed Ms. Goodman having complained of pain to her bilateral shoulders, neck, lower back, right wrist, and knee. Radiological studies were performed at the ER with no reports of fractures and after being examined, she was discharged.

According to the report of Physical Medicine and Rehabilitation of New York, by Dr. Khakter, she presented there on 2/14/18 with chief complaints of pain to her neck, back and bilateral shoulders. After examination, that facility prescribed a regimen of treatment which included various modalities of physical therapy.

Prior to seeing me, she was also seen by Neurologist Peter C. Kwan, M.D. with chief complaints of neck and back pain and Orthopedist, Barry Katzman, M.D. with chief complaints of pain to her bilateral shoulders, right knee, and right wrist. According to their reports, Ms. Goodman was undergoing regular physical therapy to her injured body parts.

Her above initial doctors prescribed various diagnostic tests, including MRIs of her injured body parts, as well as and EMG of her upper extremities. Of note, was that the cervical spine MRI taken on 2/18/2018 showed herniations of C4-C5, C5-C6 and C6-C7. An EMG of the upper extremities performed on 4/11/18 was positive for right sided C6-C7 radiculopathy.

INITIAL OFFICE VISIT ON 5/2/2018:

The patient was first seen in our office on May 2, 2018, where she had multiple complaints from her automobile crash on 2/8/2018. She complained of lower back pain which radiated to the right leg with numbness and tingling. Her neck pain radiated to her right shoulder and right upper extremity with numbness and tingling in the right arm.

The patient described her pain in the neck as sharp, deep pain and felt pressure around the neck. She also complained of right intermittent shoulder pain which she described as dull and aching. Physical examination revealed tenderness in her lower back and sacral iliac region with muscle spasm along the lumbar paravertebral and other muscles. She had limited range of motion in her lumbar spine especially with extension. With respect to her neck, moderate muscle spasms along the cervical paravertebral, occipital and trapezius levels bilaterally were noted. There was limited range of motion involving rotation, lateral bending, extension and pain at the extremes of motion. Orthopedic exam revealed positive straight leg raising, bilaterally, a positive Spurling test bilaterally, and with respect to the right shoulder, she exhibited a positive impingement sign, positive drop arm and a positive Yergason's test. Neurologic examination revealed diminished pin prick and light touch sensation at the L5-S1 region along with muscle weakness 4/5, hip extensors, ankle extensors and knee flexors. In the cervical spine, there was right-sided diminished pin prick and light touch sensation at the C5-C6 dermatome. Motor test revealed 4/5 in the deltoid biceps and wrist extensors.

The impression after taking the patient's history and results of the physical examination was that Ms. Goodman sustained intervertebral disc displacement in the cervical spine and lumbar spine, effusion in the right shoulder as well as bilateral tendinitis in both shoulders. I discussed embarking on a course of treatment which include bilateral steroid injections, medication and other procedures. After discussing the risks and benefits of the injections, Dr. Zhivotenko performed an interlaminar epidural steroid injection at the L5-S1 level on this first visit. She tolerated this well and the patient was advised that I wanted to proceed with ultrasound of the bilateral shoulders to address her complaints there. I considered Ms. Goodman, who was not working, totally disabled from returning to her job duties as a bus driver.

FOLLOW-UP VISITS AND TREATMENT:

Ms. Goodman's spinal problems persisted and was seen in follow up on 9/5/18. She had consulted Dr. Howard Baum for a second orthopedic opinion on 5/16/18 and underwent right shoulder arthroscopic surgery performed by Dr. Baum on 6/1/18. On the 9/5/18 visit, a cervical epidural steroid injection was administered under MAC anesthesia.

Ms. Goodman returned in follow up on 12/19/18. She remained disabled from working. Her cervical and lumbar spine pain continued with abnormal physical findings and another cervical epidural steroid injection was administered under MAC anesthesia. She was prescribed muscle relaxant. Ms. Goodman's spinal symptoms were not subsiding, and she was continuing under the care of Dr. Merola. On 2/19/19, Dr. Merola perform a three-level cervical discectomy and fusion surgery on the patient at Mt. Sinai Hospital. According to Dr. Merola's Operative Report for this surgery, the patient's preoperative and postoperative diagnosis included cervical myelopathy with radiculopathy involving the C4, C5, C6 and C7 vertebral segments.

Ms. Goodman was seen in follow up on 5/22/19, 6/24/19 and 8/5/19. She had some relief from the cervical surgery but her severe lumbar symptoms continued. A discogram performed on 8/5/19 indicated concordant pain at the level of the L4/L5 herniation and she was referred back to Dr. Merola. Her disability continued. Ms. Goodman returned in follow up on 1/29/20 and 2/26/20. Lower back pain was now reported at a 10/10. On 2/26/20 a lumbar epidural steroid injection was administered under MAC anesthesia. An NSAID was prescribed for pain reduction.

Ms. Goodman consulted with me via telemedicine on 4/22/20 and 5/22/20. Dr. Merola had requested and received approval for a lumbar fusion surgery which was scheduled. Gabapentin was added to the patient's drug regimen for pain relief. On 6/23/20 the patient underwent a lumbar discectomy and fusion surgery performed by Dr. Merola at Mt. Sinai Hospital. According to his Operative Report, the patient's diagnosis was low back injury with disk injury at L4-L5 with associated herniation and associated severe lumbosacral radiculopathy involving the L4-5 segment.

The patient returned to our office on 11/11/20, 12/16/20 and 1/11/21. She reported minimal pain relief from the lumbar surgery and that her cervical pain had returned. Pain levels were reported for lower back 9/10 and cervical spine 9/10. Tramadol for pain was prescribed 50 mg 3 x day, added to her regimen. The patient remained disabled.

The patient returned for follow-up throughout 2021, on 2/24/21, 3/10/21, 3/24/21, 4/21/21, 5/12/21, 6/9/21, 6/23/21, 7/28/21, 8/11/21, 12/12/21, 10/26/21, 11/3/21, 12/8/21 and 12/15/21. High pain levels persisted in her lumbar spine and cervical spine. Her medication was continued and extracorporeal shock wave and radial pulse therapy was administered to her cervical and lumbar spine regions. She was also undergoing therapy and she continued to be disabled from any gainful employment.

The patient continued under our care in 2022 on 2/18/22, 3/15/22, 4/25/22 and 6/24/22. High pain levels continued for lumbar and cervical areas. Her medication was continued. A spinal cord stimulator was recommended. She was continuing therapy and she continued to be disabled from work. Throughout her care at my office from 2018-2022, Ms. Goodman's examinations revealed consistent abnormal objective findings in her neck, back and shoulders, including sensory and motor deficits.

I last saw Ms. Goodman 8/31/22. Pain levels were reported as follows: lower back 9-10/10, cervical spine 9-10/10, right shoulder 4-5/10, left shoulder 7/10, right knee 2-3/10, right wrist 6-7/10. She told me the pain interferes with her activities of daily living and overall quality of life. Positive findings on physical examination continued and revealed multiple abnormalities in the cervical spine and lumbar spine regions. These included muscle spasms, tenderness, restricted range of motion, motor weakness in the upper and lower extremities and diminished sensation in the C5-6 and L5-S1 dermatomes. I continued her pain medications as follows: Tramadol 50 mg 3 x day, Gabapentin 300 mg 1 x per day, Cycloenzaprine 5 mg 3 x day.

DIAGNOSES:

Based on my clinical and surgical findings, review of my own office records and the multiple records specified above, it is my opinion that as a direct result of the motor vehicle crash Ms. Goodman was in on 2/8/18, she sustained the following injuries:

1. Cervical disc displacement;
2. Cervical radiculopathy;
3. Lumbar disc displacement;
4. Lumbar radiculopathy;
5. Post Laminectomy Syndrome;
6. Lumbar nerve root disfunction;
7. Bicipital tendinitis, left shoulder and right shoulder;
8. Knee bursitis.

Given Ms. Goodman's persistent and chronic severe pains to her neck, back, and bilateral shoulders and despite more than 4½ years of extensive pain management at my office, including multiple epidural injections as well as medication administration, along with physical therapy and spinal surgery by others, it is my opinion within a reasonable degree of medical certainty that Ms. Goodman has sustained permanent partial injuries to her cervical and lumbar spines and bilateral shoulders as a direct result of the February 8, 2018 motor vehicle crash. She remains totally disabled from working and she will continue to require lifelong pain management care including opiate pain medication throughout her lifetime. Ms. Goodman will need to be reevaluated by me on a regular basis and her pain medication dosages will need to be adjusted based upon efficacy. I have counseled Ms. Goodman that she would benefit from the permanent implantation of a neuro stimulator as an adjunct to pain medication. She will continue to experience pain on a permanent, but intermittent basis in her cervical and lumbosacral spine due to the persistence of her cervical and lumbar radiculopathy.

Due to her debilitating spinal injuries, it is my opinion that Ms. Goodman is currently in need of assistance with activities of daily living including bathing, showering, dressing, hygiene, food preparation, medicine shopping and would benefit from a home health aide to assist her for 3 hours per day, 7 days per week to help with those activities. By the age of 60, Ms. Goodman will require the services of a home care attendant 5 hours per day, 7 days per week. By the age of 65, Ms. Goodman will require the services of a home care attendant 8 hours per day, 7 days per week with the services of a registered nurse 2 hours per week. By the age of 70, Ms. Goodman will require the services of a home care attendant 12 hours per day, with the services of a registered nurse 2 hours per week. By the age of 75, Ms. Goodman will require the services of a home care attendant 16 hours per day, 7 days per week with the services of a registered nurse 3 hours per week.

Ms. Goodman is disabled due to the injuries which she sustained in the accident of 2/8/18. With a reasonable degree of medical certainty, I believe that her injuries and her disability are causally related to the accident and are permanent in nature, and she will continue to need pain medication and monitoring as I have indicated for the remainder of her life.



**Leonid Reyfman, MD
2277 Coney Island Avenue
Brooklyn, NY 11223**



Olaya Goodman

January 20, 2023

Chart I: Annual Elements of Earnings

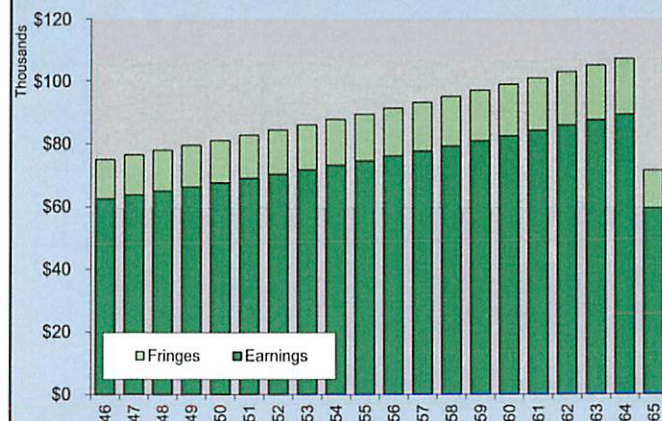
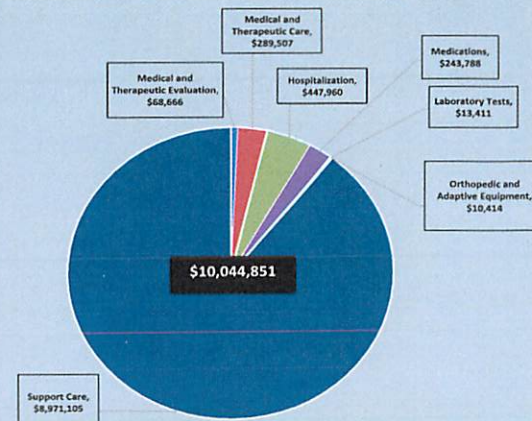


Chart II: Life Care Plan Elements

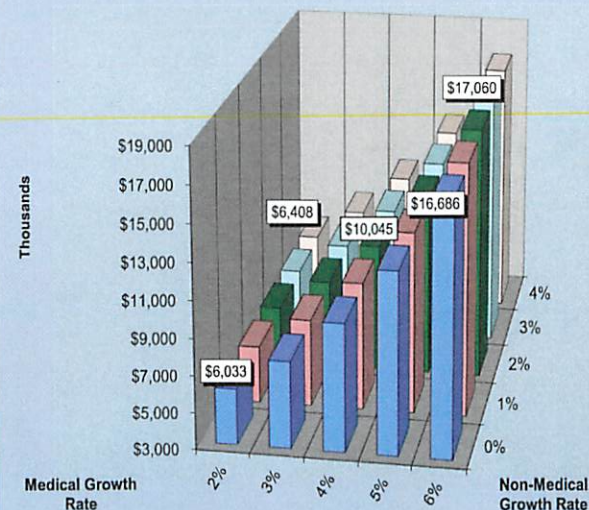


This analysis states my opinions and the bases and reasons therefore. It is based upon authoritative governmental statistical sources, as well as upon the individual circumstances of Olaya Goodman, who was injured on February 8, 2018. Ms. Goodman is disabled and in need of continuing care, according to a December 29, 2022 report by Kathleen M. Acer, Ph.D. and Dr. Richard Schuster, Ph.D. They have prepared a Life Care Plan for Ms. Goodman. I estimate that care costs will grow 4% per year, and total costs over Ms. Goodman's lifetime will total \$10,044,851. In addition, Ms. Goodman has suffered earnings losses. Based on established annualized capacity of \$61,159 per year prior to her injury, and a stipulated worklife expectancy to age 65.0, Ms. Goodman's earning capacity loss is \$2,144,562. Table I below shows the effect of using different growth rates for medical care and non-medical care.

Table I: Lump Sum Value for Various Measures of Medical Growth Rate & Non-Medical Growth Rate (Not including Earnings Loss of \$2,144,562)

Medical Growth Rate	Non-Medical Growth Rate	Low Range		Current Estimate		Upper Range	
		2%	3%	4%	5%	6%	
0%		\$6,033,339	\$7,699,978	\$9,903,554	\$12,820,742	\$16,685,989	
1%		\$6,095,370	\$7,762,009	\$9,965,585	\$12,882,773	\$16,748,020	
2%		\$6,174,636	\$7,841,274	\$10,044,851	\$12,962,038	\$16,827,286	
3%		\$6,276,383	\$7,943,021	\$10,146,598	\$13,063,785	\$16,929,033	
4%		\$6,407,508	\$8,074,146	\$10,277,723	\$13,194,910	\$17,060,158	

Chart III: Sensitivity Analysis Based on Table I



Olaya Goodman Earnings Valuation

Report Date	1/20/2023	Preinjury Earning Capacity	\$61,189
Date of Injury	2/8/2018	Preinjury Fringes	20.00%
Name	Olaya Goodman	Postinjury Disability	100%
Labor Force Status	Active	Time to Present (Pre)	4.94
DOB	9/12/1977	Inflation	2.00%
Gender	Female	Life Expectancy	82.3
Age	45.35	Anticipated Worklife	65.0
Yield Curve	1/17/2023		

	Past	Future	Total
Earnings Loss	\$302,218	\$1,484,917	\$1,787,135
Fringe Benefit Loss	\$60,444	\$296,983	\$357,427
Total	\$362,662	\$1,781,900	\$2,144,562

Year	Age	Total Annual Loss	Preinjury Earning Capacity	Preinjury Fringes
1	46.3	\$74,895	\$62,413	\$12,483
2	47.3	\$76,393	\$63,661	\$12,732
3	48.3	\$77,921	\$64,934	\$12,987
4	49.3	\$79,480	\$66,233	\$13,247
5	50.3	\$81,069	\$67,558	\$13,512
6	51.3	\$82,691	\$68,909	\$13,782
7	52.3	\$84,344	\$70,287	\$14,057
8	53.3	\$86,031	\$71,693	\$14,339
9	54.3	\$87,752	\$73,127	\$14,625
10	55.3	\$89,507	\$74,589	\$14,918
11	56.3	\$91,297	\$76,081	\$15,216
12	57.3	\$93,123	\$77,603	\$15,521
13	58.3	\$94,986	\$79,155	\$15,831
14	59.3	\$96,885	\$80,738	\$16,148
15	60.3	\$98,823	\$82,353	\$16,471
16	61.3	\$100,799	\$84,000	\$16,800
17	62.3	\$102,815	\$85,680	\$17,136
18	63.3	\$104,872	\$87,393	\$17,479
19	64.3	\$106,969	\$89,141	\$17,828
20	65.3	\$71,245	\$59,371	\$11,874
		\$1,781,900	\$1,484,917	\$296,983

Table II: Olaya Goodman Life Care Valuation

		Total	Medical and Therapeutic Evaluation			Medical and Therapeutic Care		Hospitalization			Medications				
		Duration	Life	Life	Life	Life	Life	Life	Next 7-10 Years	Next 7-10 Years	Life	Life	Life	Life	Life
		Times/Year	1	1	1	12	25	1	1	1	1095	365	365	365	12
		Unit Cost	\$385.00	\$283.00	\$100.00	\$124.00	\$70.00	\$19,807.00	\$173,566.00	\$138,702.00	\$0.82	\$0.93	\$1.03	\$1.77	\$48.00
		Annual	\$385.00	\$283.00	\$100.00	\$1,488.00	\$1,750.00	\$19,807.00	\$173,566.00	\$138,702.00	\$900.33	\$340.67	\$377.17	\$644.83	\$576.00
Year	Age	Undiscounted Annual Costs	Spine Surgeon	Orthopedist	Physical Therapy	Pain Management	Physical Therapy	Spinal Cord stimulator Implant Trial	Cervical Spine Fusion Revision	Lumbar Spine Fusion Revision	Tramadol 50 MG	Gabapentin 300 MG	Cyclobenzaprine 5 MG	Diclofenac Sodium 75 MG	Diclofenac Sodium Gel 1%
Up Front		\$0													
1	46.3	\$64,350	\$400	\$294	\$104	\$1,548	\$1,820	\$20,599			\$936	\$354	\$392	\$671	\$599
2	47.3	\$45,341	\$416	\$306	\$108	\$1,609	\$1,893				\$974	\$368	\$408	\$697	\$623
3	48.3	\$46,992	\$433	\$318	\$112	\$1,674	\$1,969				\$1,013	\$383	\$424	\$725	\$648
4	49.3	\$48,707	\$450	\$331	\$117	\$1,741	\$2,047				\$1,053	\$399	\$441	\$754	\$674
5	50.3	\$50,486	\$468	\$344	\$122	\$1,810	\$2,129				\$1,095	\$414	\$459	\$785	\$701
6	51.3	\$52,333	\$487	\$358	\$127	\$1,883	\$2,214				\$1,139	\$431	\$477	\$816	\$729
7	52.3	\$54,251	\$507	\$372	\$132	\$1,958	\$2,303				\$1,185	\$448	\$496	\$849	\$758
8	53.3	\$483,602	\$527	\$387	\$137	\$2,036	\$2,395		\$237,537	\$189,823	\$1,232	\$466	\$516	\$882	\$788
9	54.3	\$58,309	\$548	\$403	\$142	\$2,118	\$2,491				\$1,281	\$485	\$537	\$918	\$820
10	55.3	\$60,455	\$570	\$419	\$148	\$2,203	\$2,590				\$1,333	\$504	\$558	\$955	\$853
11	56.3	\$62,683	\$593	\$436	\$154	\$2,291	\$2,694				\$1,386	\$524	\$581	\$993	\$887
12	57.3	\$64,996	\$616	\$453	\$160	\$2,382	\$2,802				\$1,441	\$545	\$604	\$1,032	\$922
13	58.3	\$67,398	\$641	\$471	\$167	\$2,478	\$2,914				\$1,499	\$567	\$628	\$1,074	\$959
14	59.3	\$69,892	\$667	\$490	\$173	\$2,577	\$3,030				\$1,559	\$590	\$653	\$1,117	\$997
15	60.3	\$95,426	\$693	\$510	\$180	\$2,680	\$3,152				\$1,621	\$614	\$679	\$1,161	\$1,037
16	61.3	\$109,259	\$721	\$530	\$187	\$2,787	\$3,278				\$1,686	\$638	\$706	\$1,208	\$1,079
17	62.3	\$113,416	\$750	\$551	\$195	\$2,898	\$3,409				\$1,754	\$664	\$735	\$1,256	\$1,122
18	63.3	\$117,734	\$780	\$573	\$203	\$3,014	\$3,545				\$1,824	\$690	\$764	\$1,306	\$1,167
19	64.3	\$122,220	\$811	\$596	\$211	\$3,135	\$3,687				\$1,897	\$718	\$795	\$1,359	\$1,214
20	65.3	\$189,000	\$844	\$620	\$219	\$3,260	\$3,834				\$1,973	\$746	\$826	\$1,413	\$1,262
21	66.3	\$224,016	\$877	\$645	\$228	\$3,391	\$3,988				\$2,052	\$776	\$859	\$1,469	\$1,313
22	67.3	\$232,740	\$912	\$671	\$237	\$3,526	\$4,147				\$2,134	\$807	\$894	\$1,528	\$1,365
23	68.3	\$241,808	\$949	\$698	\$246	\$3,667	\$4,313				\$2,219	\$840	\$930	\$1,589	\$1,420
24	69.3	\$251,234	\$987	\$725	\$256	\$3,814	\$4,486				\$2,308	\$873	\$967	\$1,653	\$1,476
25	70.3	\$329,145	\$1,026	\$754	\$267	\$3,967	\$4,665				\$2,400	\$908	\$1,005	\$1,719	\$1,536
26	71.3	\$372,413	\$1,067	\$785	\$277	\$4,125	\$4,852				\$2,496	\$944	\$1,046	\$1,788	\$1,597
27	72.3	\$387,049	\$1,110	\$816	\$288	\$4,290	\$5,046				\$2,596	\$982	\$1,088	\$1,859	\$1,661
28	73.3	\$402,265	\$1,155	\$849	\$300	\$4,462	\$5,248				\$2,700	\$1,022	\$1,131	\$1,934	\$1,727
29	74.3	\$418,084	\$1,201	\$883	\$312	\$4,641	\$5,458				\$2,808	\$1,062	\$1,176	\$2,011	\$1,796
30	75.3	\$532,156	\$1,249	\$918	\$324	\$4,826	\$5,676				\$2,920	\$1,105	\$1,223	\$2,091	\$1,868
31	76.3	\$596,673	\$1,299	\$955	\$337	\$5,019	\$5,903				\$3,037	\$1,149	\$1,272	\$2,175	\$1,943
32	77.3	\$620,252	\$1,351	\$993	\$351	\$5,220	\$6,139				\$3,158	\$1,195	\$1,323	\$2,262	\$2,021
33	78.3	\$644,768	\$1,405	\$1,032	\$365	\$5,429	\$6,385				\$3,285	\$1,243	\$1,376	\$2,353	\$2,101
34	79.3	\$670,259	\$1,461	\$1,074	\$379	\$5,646	\$6,640				\$3,416	\$1,293	\$1,431	\$2,447	\$2,186
35	80.3	\$696,763	\$1,519	\$1,117	\$395	\$5,872	\$6,906				\$3,553	\$1,344	\$1,488	\$2,545	\$2,273
36	81.3	\$724,322	\$1,580	\$1,161	\$410	\$6,107	\$7,182				\$3,695	\$1,398	\$1,548	\$2,646	\$2,364
37	82.3	\$703,040	\$1,643	\$1,208	\$427	\$6,351	\$7,469				\$3,843	\$1,454	\$1,610	\$2,752	\$2,458
		\$10,044,851	\$34,423	\$25,303	\$8,941	\$133,041	\$156,466	\$20,599	\$237,537	\$189,823	\$76,502	\$28,947	\$32,048	\$54,792	\$51,500

Table II: Olaya Goodman Life Care Valuation continued....

		Total	Laboratory Tests		Orthopedic and Adaptive Equipment					Support Care								Totals
		Duration	Life	Life	Life	Life	Life	Life	Life	Now to Age 60	Age 60-65	Age 65-70	Age 70-75	Age 75-Life	Age 65-75	Age 75-Life	Life	
		Times/Year	2	2	0.3333	0.3333	0.3333	0.2000	0.2000	1092	1820	2920	4380	5840	104	156	312	
		Unit Cost	\$49.00	\$26.00	\$42.95	\$184.95	\$41.95	\$78.55	\$84.50	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$125.00	\$125.00	\$25.00	
		Annual	\$98.00	\$52.00	\$14.32	\$61.65	\$13.98	\$15.71	\$16.90	\$27,300.00	\$45,500.00	\$73,000.00	\$109,500.00	\$146,000.00	\$13,000.00	\$19,500.00	\$7,800.00	
Year	Age	Undiscounted Annual Costs	General Health Panel to Monitor Tramadol, Gabapentin, Cyclobenzaprine, Diclofenac	Glutaryl Transferase to Monitor Tramadol	Cane	Raised Toilet Seat with Handles	Shower Chair (Bariatric)	Portable Shower Hose	Grab Bars (Bathroom)	Personal Care Aide	Personal Care Aide	Personal Care Aide	Personal Care Aide	Personal Care Aide	Registered Nurse	Registered Nurse	Housekeeper	Total
Up Front		\$0																\$0
1	46.3	\$64,350	\$102	\$54	\$15	\$64	\$15	\$16	\$18	\$28,392							\$7,956	\$64,350
2	47.3	\$45,341	\$106	\$56	\$15	\$67	\$15	\$17	\$18	\$29,528							\$8,115	\$45,341
3	48.3	\$46,992	\$110	\$58	\$16	\$69	\$16	\$18	\$19	\$30,709							\$8,277	\$46,992
4	49.3	\$48,707	\$115	\$61	\$17	\$72	\$16	\$18	\$20	\$31,937							\$8,443	\$48,707
5	50.3	\$50,486	\$119	\$63	\$17	\$75	\$17	\$19	\$21	\$33,215							\$8,612	\$50,486
6	51.3	\$52,333	\$124	\$66	\$18	\$78	\$18	\$20	\$21	\$34,543							\$8,784	\$52,333
7	52.3	\$54,251	\$129	\$68	\$19	\$81	\$18	\$21	\$22	\$35,925							\$8,960	\$54,251
8	53.3	\$483,602	\$134	\$71	\$20	\$84	\$19	\$22	\$23	\$37,362							\$9,139	\$483,602
9	54.3	\$58,309	\$139	\$74	\$20	\$88	\$20	\$22	\$24	\$38,856							\$9,322	\$58,309
10	55.3	\$60,455	\$145	\$77	\$21	\$91	\$21	\$23	\$25	\$40,411							\$9,508	\$60,455
11	56.3	\$62,683	\$151	\$80	\$22	\$95	\$22	\$24	\$26	\$42,027							\$9,698	\$62,683
12	57.3	\$64,996	\$157	\$83	\$23	\$99	\$22	\$25	\$27	\$43,708							\$9,892	\$64,996
13	58.3	\$67,398	\$163	\$87	\$24	\$103	\$23	\$26	\$28	\$45,457							\$10,090	\$67,398
14	59.3	\$69,892	\$170	\$90	\$25	\$107	\$24	\$27	\$29	\$47,275							\$10,292	\$69,892
15	60.3	\$95,426	\$176	\$94	\$26	\$111	\$25	\$28	\$30	\$14,750	\$57,360						\$10,498	\$95,426
16	61.3	\$109,259	\$184	\$97	\$27	\$115	\$26	\$29	\$32		\$85,221						\$10,708	\$109,259
17	62.3	\$113,416	\$191	\$101	\$28	\$120	\$27	\$31	\$33		\$88,629						\$10,922	\$113,416
18	63.3	\$117,734	\$199	\$105	\$29	\$125	\$28	\$32	\$34		\$92,175						\$11,140	\$117,734
19	64.3	\$122,220	\$206	\$110	\$30	\$130	\$29	\$33	\$36		\$95,862						\$11,363	\$122,220
20	65.3	\$189,000	\$215	\$114	\$31	\$135	\$31	\$34	\$37		\$29,909	\$111,966			\$19,939		\$11,590	\$189,000
21	66.3	\$224,016	\$223	\$118	\$33	\$140	\$32	\$36	\$39			\$166,350			\$29,624		\$11,822	\$224,016
22	67.3	\$232,740	\$232	\$123	\$34	\$146	\$33	\$37	\$40			\$173,004			\$30,809		\$12,059	\$232,740
23	68.3	\$241,808	\$242	\$128	\$35	\$152	\$34	\$39	\$42			\$179,924			\$32,041		\$12,300	\$241,808
24	69.3	\$251,234	\$251	\$133	\$37	\$158	\$36	\$40	\$43			\$187,121			\$33,323		\$12,546	\$251,234
25	70.3	\$329,145	\$261	\$139	\$38	\$164	\$37	\$42	\$45			\$58,382	\$204,336		\$34,656		\$12,797	\$329,145
26	71.3	\$372,413	\$272	\$144	\$40	\$171	\$39	\$44	\$47				\$303,585		\$36,042		\$13,053	\$372,413
27	72.3	\$387,049	\$283	\$150	\$41	\$178	\$40	\$45	\$49				\$315,729		\$37,484		\$13,314	\$387,049
28	73.3	\$402,265	\$294	\$156	\$43	\$185	\$42	\$47	\$51				\$328,358		\$38,983		\$13,580	\$402,265
29	74.3	\$418,084	\$306	\$162	\$45	\$192	\$44	\$49	\$53				\$341,492		\$40,542		\$13,852	\$418,084
30	75.3	\$532,156	\$318	\$169	\$46	\$200	\$45	\$51	\$55				\$106,546	\$331,475	\$12,649	\$44,272	\$14,129	\$532,156
31	76.3	\$596,673	\$331	\$175	\$48	\$208	\$47	\$53	\$57					\$492,477		\$65,776	\$14,411	\$596,673
32	77.3	\$620,252	\$344	\$182	\$50	\$216	\$49	\$55	\$59					\$512,177		\$68,407	\$14,699	\$620,252
33	78.3	\$644,768	\$358	\$190	\$52	\$225	\$51	\$57	\$62					\$532,664		\$71,143	\$14,993	\$644,768
34	79.3	\$670,259	\$372	\$197	\$54	\$234	\$53	\$60	\$64					\$553,970		\$73,989	\$15,293	\$670,259
35	80.3	\$696,763	\$387	\$205	\$56	\$243	\$55	\$62	\$67					\$576,129		\$76,949	\$15,599	\$696,763
36	81.3	\$724,322	\$402	\$213	\$59	\$253	\$57	\$64	\$69					\$599,174		\$80,027	\$15,911	\$724,322
37	82.3	\$703,040	\$418	\$222	\$61	\$263	\$60	\$67	\$72					\$623,141		\$83,291	\$16,229	\$703,040
		\$10,044,851	\$8,762	\$4,649	\$1,216	\$5,238	\$1,188	\$1,335	\$1,436	\$534,094	\$449,155	\$876,748	\$1,600,047	\$4,221,207	\$346,103	\$513,855	\$429,897	\$10,044,851

Olaya Goodman Life Care and Earnings continued.....

Assumptions:

Name	Olaya Goodman
Report Date	1/20/2023
Labor Force Status	Active
DOB	9/12/1977
Gender	Female
Age	45.35
Life Expectancy	82.3
Medical Expenses Growth	4.0%
Non-medical Growth	2.0%

Sources:

1. "United States Life Tables, 2013," National Vital Statistics Reports, Vol. 66, No. 3, Revised April 11, 2017
2. Economic Report of the President 2014, and U.S. Government Printing Office
3. Richard Schuster, Ph.D. Life Care Report, December 2022
4. "The Markov Process Model of Labor Force Activity: Extended Tables of Central Tendency, Shape, Percentile Points, and Bootstrap Standard Errors," Skoog, Ciecka and Krueger, Journal of Forensic Economics 22(2), 2011
5. W-2, 2017 and 2018

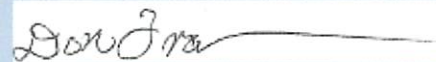
This report concerning Olaya Goodman was prepared for

Attorney Paul Koenigsberg

Attorney Spencer Herman

By Donald L. Frankenfeld

Frankenfeld Associates
1307 38th Street
Rapid City, SD 57702
605-348-8441

A handwritten signature in black ink, appearing to read "Don Fran", followed by a long horizontal flourish line.

Donald L. Frankenfeld
January 20, 2023

Donald L. Frankenfeld
Economist/Financial Expert
Website: www.frankenfeld.com • 605.348.8441
Email: donlfrank@gmail.com

PROFILE

Harvard- and Yale-trained economist Frankenfeld testified more than any other expert before the September 11th Victim Compensation Fund. With engagements balanced between plaintiff and defense, Frankenfeld testifies and consults on economic, financial and investment matters and serves as a FINRA securities arbitrator. He testified in a Mirapex MDL; and a Texas settlement hearing valuing \$262 million (face value) in coupons. He consulted on a Microsoft California class action; and was retained by Disney/ABC in their "Pink Slime" defense. Ten percent of his time is pro bono.

EDUCATION

Yale AB cum laude, Harvard Business School MBA, Harvard Kennedy School of Government MPA. Study at Harvard as a Bush Foundation Fellow included Advanced Torts, Economics and the Law, Strategy and Conflict, Negotiation, Venture Capital, Harvard Program on Negotiation workshop. Former associate member, New York Society of Security Analysts.

CURRENT EXPERIENCE

Frankenfeld Associates **1984 to Present**
Forensic economist, financial analyst and securities arbitrator. Prepare detailed economic analyses. Extensive state and federal court experience. Experienced in mediation and negotiation. Court-appointed Receiver, Golden Hills Resort. Designated FINRA arbitrator. Former Subchapter V Trustee, U.S. Bankruptcy Court (North and South Dakota).

FAI, Inc. **1997 to 2014**
CEO of Internet-based marketing and consulting firm with proprietary skills in virtual intelligence and database-driven websites. Developed first Internet-based voter contact and persuasion system. Principal speaker in multi-state seminar, "Using the Internet to Improve Your Legal Practice."

Dakota Ventures, Incorporated (DVI) **1991 to 2001**
Founder and CEO of bank-sponsored venture fund providing equity to startups. Managing general partner of Frankenfeld Partners, organized to sponsor DVI.

PAST EXPERIENCE

E. F. Hutton **1979 to 1987**
Direct Investment Marketing Manager for California, Texas and Florida. Developed and presented public seminars and training sessions. Annually placed \$50 million, traveled 150,000 miles. National Direct Investment Manager for fee-based Financial Planning Division; coordinated nationwide broker training. Also Branch Office Manager, Registered Options Principal and Account Executive.

Prior
Investment analyst/economist for multi-billion dollar trust department; senior securities analyst for NYSE firm; financial relations consultant; television station controller.

GOVERNMENT AND CIVIC PARTICIPATION

Chair and campaign manager, People for YES on #4 (ATT/Qwest, first-in-nation telecommunications deregulation, 1988). State Senator (1977-1984). Chair, tax committee (authored nationally significant interest rate reforms which caused CitiGroup to locate credit card headquarters in South Dakota); Co-chair, Republicans for Daschle (2004); Chair, NIX on SIX statewide issue campaign (2006). Co-chair, South Dakotans for Integrity, successful initiated measure for political reform (2016). Member, Rapid City Home Rule Committee.

Former board member: Rapid City Civic Center; Western Providers (PHO); Wellspring (adolescent counseling); South Dakota Investment Council (\$6 billion fund); Children's Care Center; Monument Hospital; United Way of the Black Hills; Center for Restorative Justice; Equality South Dakota; Friends of Rapid City Parks. Volunteer financial advisor to St. Martin Monastery.

Frequent public speaker. Former reporter for Harvard Business School *Harbus News*.

COMPREHENSIVE REHABILITATION CONSULTANTS, INC.

Assistance to Individuals with
Special Needs and
Their Families

Case Management/
Advocacy

Guardianship Planning &
Support
(Serve as Guardian/Trustee)

Advocacy at Individualized
Education Plan (IEP) and
Section 504 Plan Meetings

Continuum of Care &
Cost Assessment

Vocational Evaluations &
Job Placement
Assistance

Special Needs Research

Assessment of Home/Work
Modifications & Accommodations

Rehabilitation & Habilitation
Counseling

Disability Management

Habilitation & Rehabilitation
Administration

Diagnostic & Evaluation
Services

Medicare Set-Aside
Administration and Reports

Into the Future Planning
www.info-the-future.com

THE FOLLOWING REPORT ON OLAYA GOODMAN IS BASED ON
THE INFORMATION AVAILABLE TO COMPREHENSIVE
REHABILITATION CONSULTANTS, INC. AS OF DECEMBER 29,
2022. ANY ADDITIONAL INFORMATION OR DOCUMENTATION
RECEIVED THAT IS NOT CURRENTLY AVAILABLE MAY ALTER
THE REPORT.

- ☐ **Miami:** 10250 SW 56th Street D-203 • Miami, Florida 33165-3140 • Tel: (305) 695-8232 • Fax: (305) 698-1073 • email: rehab@crcmiami.com
- ☐ **New York:** 275 Madison Avenue • Suite 1916 • New York, New York 10016-1101 • Tel: (212) 370-5544 • Fax: (212) 986-2757 • email: crncy@aol.com
- ☐ **Buffalo:** 86 Sterling Avenue • Buffalo, New York 14216-2807 • Tel: (716) 836-5831 • Fax: (716) 836-5881 • email: crccbuffalo@verizon.net

www.crcmiami.com

COMPREHENSIVE REHABILITATION CONSULTANTS, INC.

December 29, 2022

Paul Koenigsberg, Esq.
Koenigsberg & Associates
1213 Avenue U
Brooklyn, NY 11229

Assistance to individuals with
Special Needs and
Their Families

Re: Goodman, Olaya

Case Management/
Advocacy

Guardianship Planning &
Support
(Serve as Guardian/Trustee)

Dear Mr. Koenigsberg:

Advocacy at Individualized
Education Plan (IEP) and
Section 504 Plan Meetings

Olaya Goodman, a 44-year-old woman, was evaluated on June 8, 2022.

Continuum of Care &
Cost Assessment

The investigation included an interview, WAIS-IV, Woodcock-Johnson IV
(Letter-Word Identification, Passage Comprehension, Calculation, Math Fluency,

Vocational Evaluations &
Job Placement
Assistance

and Reading Fluency), Minnesota Clerical Test, Dvorine Color Plates, Test of

Special Needs Research

Nonverbal Intelligence-4, Crawford Small Parts Dexterity Test Part I, Purdue

Assessment of Home/Work
Modifications & Accommodations

Pegboard Test, Grooved Pegboard Test, Ruff Neurobehavioral Inventory, Quality

Rehabilitation & Habilitation
Counseling

of Life Inventory, Pain Patient Profile and Adaptive Behavior Assessment

Disability Management

System-3 Select Domains. Ms. Goodman was referred to assess her current status

Habilitation & Rehabilitation
Administration

with particular emphasis on the effect of her condition upon her future vocational

Diagnostic & Evaluation
Services

potential, rehabilitation needs and quality of life. The evaluation encompassed

Medicare Set-Aside
Administration and Reports

approximately eight hours of interviewing and testing. Records from the

Into the Future Planning
www.info-the-future.com

following were additionally received:

- All City Family Healthcare Center
- FDNY
- Mount Sinai West Hospital
- Pain Physicians NY
- Physical Medicine and Rehabilitation NY, PC/PMR OF NY S Bronx

- ☐ Miami: 10250 SW 56th Street D-203 • Miami, Florida 33165-3148 • Tel: (305) 595-8232 • Fax: (305) 598-1073 • email: rehab@crcmiami.com
☐ New York: 275 Madison Avenue • Suite 1916 • New York, New York 10016-1101 • Tel: (212) 370-5544 • Fax: (212) 986-2757 • email: crnny@aol.com
☐ Buffalo: 86 Sterling Avenue • Buffalo, New York 14216-2807 • Tel: (716) 836-5631 • Fax: (716) 836-5681 • email: crb Buffalo@verizon.net

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- Richmond University Medical Center
- Vitaliy Zhivotenko D.O.
- The City of New York Fire Department Bureau of Legal Affairs
- Andrew Merola, M.D
- Howard Baum, M.D.

Background and Current Situation

Ms. Goodman arrived early for the evaluation, brought to and from the session by car service. A casually, adequately groomed obese woman, Ms. Goodman was cooperative and appropriate throughout the daylong investigation punctuated by multiple mini breaks and a lunch break. She frequently needed to stand and change positions. She ambulated with a cane. Of particular note is that when she discussed the ramifications of her condition upon her life, she periodically wept. Fortunately, with support, she was able to regain her composure. She worked diligently throughout vocational aptitude testing. The present findings are an accurate indication of her current levels of competence.

Ms. Goodman was initially interviewed. Throughout the interview, her attorney, Gil Serrano, observed the session, a completely unobtrusive presence. In addition, Dr. Acer participated at times in the discussion and additionally administered paper and pencil tasks.

Within this context, Ms. Goodman reported that she was born and raised in the Bronx, one of five children from an intact family supported by her father, a postal worker, and her mother, a homemaker and transit “train guard.” Her early childhood is unremarkable; family history is noncontributory. Although single, Ms. Goodman has two children, a son, age 23, and a daughter, age 16. She currently resides with her children and her own mother in her mother’s home in the South Bronx. Some home modifications have already been installed in the house. For example, there are railings throughout the stairs. Ms. Goodman has a shower bench, a

portable shower hose, a raised toilet sheet and shower bars. She is not working, receiving Workers' Compensation, her only source of income.

Ms. Goodman remains under active medical monitoring with Dr. Reyfman, pain management. She consults Dr. Reyfman on a regular basis, approximately once or twice a month depending upon her pain levels. Medications include tramadol, gabapentin, cyclobenzaprine and diclofenac (cream and pills). She acknowledges some GI distress and oversedation from her medication regimen, but no significant side effects. At this point, a spinal cord stimulator trial is currently considered. However, given her weight, the procedure would need to be done as a hospital inpatient rather than on an ambulatory status. Other devices and interventions (i.e., an SAM device and shockwave therapy) have been tried, were found to be somewhat effective, but are currently discontinued, reflecting insurance issues and additional time needed between procedures. Her only equipment is a cane utilized as needed in the community. She stressed that if she must walk more than half a block, a cane is mandatory.

Ms. Goodman has continued in physical therapy on a weekly basis at Dr. Villafuerte's office. She additionally is monitored by Dr. Villafuerte every approximately six to eight weeks. Dr. Merola, the spine surgeon, monitors her condition as well, approximately every three to six months. Dr. Baum, an orthopedic surgeon, is seen on an as-needed basis.

Ms. Goodman underwent an initial evaluation with Dr. Robbins, a psychologist, in connection with the spinal cord stimulator trial. This was followed by a few counseling sessions. Implementation of formal psychotherapy was requested. Psychiatric medications were not prescribed. Ms. Goodman is not involved with other medical practitioners and takes no other medications on a regular basis.

In terms of personal care, Ms. Goodman laments that she “needs help with everything (at which point she begins to weep).” Her daughter and son provide the bulk of the supportive services. Her daughter helps with personal care such as getting her mother in and out of the shower or off the toilet. Her son is more involved with housekeeping services. He does the laundry and helps with cooking. Ms. Goodman laments that at this point “I can’t even hold a pot to make a pasta dish...sometimes a cup of coffee is a task.” This is in contrast as prior to her accident, Ms. Goodman “took care of everybody.” There has thus been a significant role reversal, which Ms. Goodman finds particularly difficult to accept. At this juncture, given her ineptitude in negotiating daily life, she needs additional assistance with personal care and housekeeping several hours per day.

Fundamentally, at this point, she spends her time at home when not going to her appointments. Her capacity to function is very much dependent upon restorative sleep, which remains limited. She tries her best to help her children in the morning, but fundamentally, they are the ones who provide assistance. Even her 16-year-old daughter sets her mother up at home before she leaves for school and her son provides lunch before he goes to work. Given this scenario, she spends her time essentially at home “sitting and watching TV.” She only drives very locally, such as to the grocery store, acknowledging that it is very uncomfortable for her to drive as she has difficulty even turning her head. Consequently, aside from attending physical therapy and doctors’ appointments, she is basically homebound.

Ms. Goodman graduated from Martin Luther King High School with a Regents diploma. She denied any problems through her school years. She subsequently attended Buffalo State College for two years as a criminal justice forensic science major. She continued her education at Hostos Community College where she received her AA degree in paralegal studies in 2017.

She has additional training in office work and software. She has no other formal education or training.

After she left Buffalo State, she found temporary positions in fast food establishments while she simultaneously explored additional educational opportunities. In 1999, she “became a mom.” She stayed home, completed computer training and then found additional temporary office work which persisted until 9/11. Subsequently, she was hired by Amalgamated Life Insurance as a document processor and then transferred to Standard & Poor’s, initially as a receptionist and then as a gold bond clerk, again fundamentally in document processing and data entry. She remained for about five years until her position was outsourced. She then continued her education at Hostos Community College and worked in a variety of temporary office positions including Con Edison. She subsequently obtained her CDL-C license and began as a driver for Access-A-Ride. She was there for less than a year when she was injured in 2018. She has not returned to the workforce since. Her earnings in her last position were \$16+ an hour on a full-time basis. She stressed that she opted for a driving position as this was more in line with her temperament. She disliked being in an office and found she enjoyed being more active during the day. Consequently, her goal was to obtain both a CDL-B and then a CDL-A license with the ultimate aim of becoming a long-haul truck driver.

Ms. Goodman was injured in February 2018. Her preinjury history is unremarkable in terms of unusual medical, neurologic, psychiatric, behavioral or acting out problems. Gross neurologic symptomatology is also denied. She was not taking any medications on a regular basis. She weighed between 200 and 225 pounds, but stressed she was extremely active. She exercised at a local fitness club six days a week with aerobic classes such as Zumba. She liked to dance and spend time with her family. At the time of the accident, she anticipated continuing

as an Access-A-Ride bus driver. She was living in a different home with her two children in the Bronx. She was not involved in a serious relationship adding that her “kids are my focus.” She anticipated that her life would continue on the same path, moving up the career ladder as a driver and focusing on her family.

Current Complaints

At this point Ms. Goodman is over four years post-accident. Her major physical complaints are referable to her lower back and neck. Her back pain varies from moderate to severe levels. Pain additionally radiates down her legs. She is always in some degree of pain, exacerbated by too much movement or lack of movement. When she is too active, she is “crying by the evening.” She thus must “pick and choose how I move” as being stationary fosters stiffness. In this way, she must change positions frequently throughout the day to tolerate pain. Extreme cold is a pain inducer. Hot and humid weather also fosters stiffness. She has expected restrictions in lifting, bending, carrying, walking, standing, etc. She has difficulty turning her head, particularly to the right side, more prominent in inclement weather. She has problems bilaterally with both shoulders, the left more prominent than the right. With her left arm she has difficulty even lifting overhead. She can lift her right arm above her head, but only with difficulty. She has problems even reaching behind her back. Her hands cramp up to the point that it is difficult to even hold a cup of coffee. Her right hand is more effective than her left. Pain additionally radiates down both legs. There is soreness and spasms fostering cramping and difficulty with any type of extended weightbearing. Sleep is disrupted both falling and staying asleep. She is plagued with nonproductive ruminations that make it difficult for her to relax. Pain is a negative factor as well. Medications are only effective for a short while before pain

wakes her. Intellectually, she has memory lapses, difficulties with word finding and gathering her thoughts. Her concentration is negatively impacted as well primarily in her mind by the intrusiveness of pain. Consequently, "everything takes me longer to do."

Psychologically her adjustment is "a bag of tears." She cries "quite often." She laments there has been a role reversal in her family. She was the caretaker and now everyone must take care of her. When she has gone on a walk with her elderly mother, people think that "I am her mother," emphasizing that her condition has fostered premature aging. Fortunately, she is not suicidal, although she remains depressed. She feels particularly upset about the burden she has placed on her children. Her enthusiasm for activities has diminished. She no longer enjoys socializing. She finds that she is nervous and anxious in a motor vehicle either as a passenger or as a driver. She thus tries to avoid heavy traffic such as on highways and only takes local streets. Her biggest anxiety is about her future. She fears that she will continue to deteriorate ("the rate I am going at now, I will be in a nursing home, will need 24-hour care"). In addition, she is less tolerant and impatient. She avoids being around people. At times, she even snaps at her children and then feels guilty about doing so as they "sacrifice so much (continuing to weep)."

Ms. Goodman's view of her future is dismal. All she sees for herself is "more medications and surgeries," ultimately ending up in a "nursing home." She thus envisions a slow insidious downward spiral in her adjustment ending up in total care. This view of her future is in marked contrast to the way she had envisioned herself. Her condition has just "undermined" her abilities and her quality of life (continuing to weep).

Current Assessment

In order to investigate Ms. Goodman's current vocational strengths and weaknesses, a comprehensive vocational investigation followed. Ms. Goodman was initially administered a

standard intelligence test. Her overall levels of functioning fall within the low average range. A relative strength is noted in verbal comprehension abilities, within the average range. Perceptual reasoning, working memory and processing speed are all low average. Likewise, within an additional test of nonverbal reasoning ability, administered in an untimed fashion, her score also falls in the low average range.

The academic administration is commensurate with relative strengths noted in terms of reading abilities over mathematical skills. Reading abilities are solidly average, overall on high school to community college levels. In contrast, arithmetic skills are overall in the low average range with functioning falling between upper elementary and middle school levels. Tasks emphasizing academic fluency, assignments relying on processing speed, are again within the low average range on upper elementary school levels.

Performance on a routine clerical test, another assignment emphasizing clerical speed and accuracy, is again in the low average level. Color discrimination is unimpaired.

Ms. Goodman was administered three upper dexterity motor assignments. Her performance is almost uniformly within the low average level with only an occasional skill arising to the average range.

Color discrimination is unimpaired.

In order to elucidate her adjustment, multiple objective personality inventories were administered. In the first inventory Ms. Goodman rated her adjustment both before and after her accident. She produced a valid profile implicating that her responses can be viewed as reliable. However, as could be expected, a very negative impression of her current life emerges. As could be anticipated, she rates her precondition adjustment as well within normal parameters across the board in terms of the cognitive, emotional, physical and quality of life domains. In contrast, at

this juncture all four domains display significant deterioration. She is significantly less cognitively competent, particularly in terms of her ability to absorb information, execute and attend and concentrate. Emotionally, she is significantly more irritable, anxious, depressed and plagued with posttraumatic stress symptomatology. Her relationships with people are also strained. The most pronounced deterioration is evident in the physical domain. Health concerns, neurologic symptomatology and pain complaints are significantly augmented. She is markedly less competent in activities of daily living, socially isolated and very dissatisfied with her vocational options. Where premorbidly she rated her quality of life as more satisfying than 84+% of the population, at this juncture, she rates her quality of life as less satisfying than over 99% of the population.

In a second inventory Ms. Goodman assessed her adjustment as compared to chronic pain patients and a community sample. She again produced a valid, reliable protocol. Commensurate with her comments and the previous inventory, levels of depression, anxiety and health concerns are elevated significantly even above the chronic pain patient group, a group that already displays significantly more symptomatology than people in the community, highlighting marked emotional distress. At this juncture she is often so nervous and on edge that she is miserable; she avoids being around others. She worries almost over everything to the point that at times she feels as if she is about to "lose my mind." She acknowledges problems with sleep and feelings of uselessness and dissatisfaction with her life. Her life is spent in pain. She can no longer do her work and chores around the home. Fatigue is prominent. Given the magnitude of her psychological distress, a multidisciplinary pain program with an emphasis on coordinating physical and psychological rehabilitation is recommended.

In a third inventory Ms. Goodman rated her quality of life as contrasted to a community sample. She again rates her quality of life as below 99% of the community group. Areas such as health, self-esteem, finances and helping others are particularly negatively impacted. Overall, her satisfaction with her life is very low. She is extremely unhappy and unfulfilled. Her life lacks meaning and purpose. In general, her most cherished needs and wishes are not being "fulfilled." Her comments are particularly elucidating. She writes: "Due to constant pain, inadequate sleep and the severe weight gain, my health is declining." She laments that her self-esteem, goals and values, finances, work, avocational pursuits and learning have all been negatively impacted. Her life now remains socially isolated. She is not interested in a romantic relationship. The focus of her life remains her children. However, "they have had to sacrifice so much to care for me since this accident that I am riddled with guilt." She delineates her problems and concerns, emphasizing that now she "needs assistance."

In a final inventory Ms. Goodman rated her competency in select adaptive domains (community use, home living, self-care and self-direction). All domains manifest some degree of deterioration with home living and self-care particularly negatively impacted. She has difficulty performing even simple tasks on a consistent reliable basis. For instance, at this stage in her life, given her condition, she cannot be expected to consistently negotiate even such simple assignments as dressing herself independently, using a restroom at home without help or even getting out of bed on time by herself. She is unable to use a clothes dryer or a washing machine or be expected to clean her living quarters or bathroom regularly or consistently. Even making her bed or dusting furniture until it is clean cannot be relied upon. Her overall ability to negotiate household tasks thus remains significantly impaired.

Vocational Implication

When injured, Ms. Goodman was employed as an Access-A-Ride bus driver. At the very least, if she had not sustained her injuries, continuing to work in that position could be anticipated. However, she planned to advance to more demanding positions in the driving field such as a heavy tractor-trailer driver. Certainly, given her history, as well as her current test profile, this was a feasible goal. Consequently, she certainly had an earning potential congruent with that occupation. Viewing New York State Occupation Employment Wage Estimates from May 2021 indicates that heavy tractor-trailer truck drivers' average wage is \$55,390 per annum. Her earnings at this level were within her precondition vocational repertoire.

At this point, Ms. Goodman has considerable vocational liabilities. A recent physical capacities evaluation completed by Dr. Reyfman highlights significant physical limitations restricting her to only limited and occasional sedentary work with severe limitations in her ability to sit, stand, and walk throughout an eight-hour workday indicating considerable limitations even to negotiate a full-time sedentary position. Significant limitations were noted in lower extremity activities with moderate limitations in upper extremity activities. Moderate to severe limitations were noted in environmental conditions as well, particularly those dealing with weather changes and hazardous employment. Given these physical limitations, the future vocational prognosis is extremely pessimistic. The most probable post-condition vocational outcome will thus be chronic unemployment.

Labor Market Analysis

In order to concretize the postinjury vocational outcome, a computerized job match was conducted using the OASYS system, designed to provide an assessment of an individual's access

and transferability in selected labor markets. The program is capable of analyzing the worker characteristics of the over 12,000 plus job titles from the Dictionary of Occupational Titles (DOT), then crossing to the 2021 Bureau of Census average wage data from Bureau of Labor Statistics (utilizing SOC categories and OES wage data) to indicate the impact of Ms. Goodman's injury on future wage earning capacity and future job accessibility.

This program examines data obtained from the (DOT) Dictionary of Occupational Titles (Revised Fourth Edition, Dept. of Labor) and the (COJ) Classification of Jobs.

Wage potential is reflected in the top 250 occupational titles and the top 25% of all titles or all titles if a sufficient number of titles is not matched.

Utilizing the parameters from the current investigation with the physical limitations as noted throughout her history and by her physician and even assuming that she could do full-time sedentary work (currently beyond her ability to negotiate), labor market analyses were run within the New York State labor base in the general population assuming unskilled to semiskilled work levels, as well as a transferability analysis to her past work as a bus driver (assuming semi-skilled work levels).

As could be anticipated, even within an "enhanced profile," Ms. Goodman was excluded, corroborating chronic unemployment as the probable future outcome.

Conclusion

If Ms. Goodman had not been injured, at the very least, continuing to work as a bus driver, moving up that career path to such occupations as a heavy tractor-trailer driver was probable. At this point, given the extent of her physical limitations, she is eliminated from the competitive labor force. Chronic unemployment will persist. In the meantime, Ms. Goodman

will be followed by a multidisciplinary team including pain management, spinal surgery, orthopedics with additional therapeutic input from physical therapy. Additional pain interventional techniques and medications can be expected, including a spinal cord stimulator trial. Surgeries can be expected in the future. While prior to the accident she was gainfully employed and took care of others, she is especially distressed as, although she would like to work and care for herself, she cannot. She has developed emotional sequelae which may eventually require intervention from a psychiatrist and/or psychologist. Appropriate diagnostic laboratory tests can be anticipated as well as additional orthopedic and adaptive equipment. She will require an extensive supportive network becoming more intense as aging and disability interface.

Enclosed are the summary test scores and lifetime Continuum of Care that concretely delineates the above conclusions.

Very truly yours,



Kathleen M. Acer, Ph.D., CLCP

Clinical Director/Clinical Psychologist/Certified Life Care Planner

Comprehensive Rehabilitation Consultants



Richard Schuster, Ph.D.

Vice President

Comprehensive Rehabilitation Consultants

Summary Scores

WAIS-IV

<u>Test</u>	<u>Standard Score</u>
Full Scale IQ	85
Verbal Comprehension	95
Perceptual Reasoning	84
Working Memory	86
Processing Speed	86
General Ability Index	88
Similarities	10
Vocabulary	8
Information	9
Digit Span	7
Arithmetic	8
Block Design	7
Matrix Reasoning	9
Visual Puzzles	6
Symbol Search	7
Coding	8

Test of Nonverbal Intelligence-4: Standard score 88.

Woodcock-Johnson-IV:

<u>Tests</u>	<u>Standard Score</u>	<u>Grade Equivalent</u>
Reading	95	13.0
Broad Reading	91	9.1
Math Calculation Skills	88	6.9
Letter-Word Identification	101	17.2
Passage Comprehension	89	8.6
Calculation	97	8.2
Sentence Reading Fluency	87	6.4
Math Facts Fluency	81	5.9

Minnesota Clerical Test: Numbers 10th; Names 5th percentile; Retail Store Employees.

Dvorine Color Plates: No errors.

Crawford Small Parts Dexterity Test Part I: 5 minutes and 50 seconds, 20th percentiles, female of assembly job applicants.

Purdue Pegboard Test: Right hand 5th; left hand 5th, both hands 37 percentile, 14, 13 and 13 pegs, respectively, female of industrial applicants and college students.

Grooved Pegboard Test: Right hand 73 seconds, 7th percentile; left hand 76 seconds, 13th percentile, compared to women her age and level of education.

Ruff Neurobehavioral Inventory and ABAS-3: See attached sheets.

Pain Patient Profile:

<u>Scale</u>	<u>T-score</u>
DEP	58
ANX	60
SOM	68

Quality of Life Inventory: T = 16, 1st percentile.

Score Summary

Raw Score to Scaled Score Conversions

	Year	Month	Day
Testing date	2022	6	8
Date of birth	1977	9	12
Age	44	8	27

*Adaptive skill areas cannot be scored if no raw score was entered or 3 or more items have been skipped.

Adaptive skill area	Raw score	Scaled scores			
Communication*					
Community Use	53	5			5
Functional Academics*					
Home Living	30	1			1
Health and Safety*					
Leisure*					
Self-Care	63	4			4
Self-Direction	59	6	6		
Social*					
(Work)					
Sum of scaled scores					
		GAC	Conceptual	Social	Practical

Sum of Scaled Scores to General Adaptive Composite (GAC) and Adaptive Domain Score Conversions

	Sum of scaled scores	Standard score	Percentile rank	Confidence interval 90% 95%
General Adaptive Composite (GAC)				
Conceptual				
Social				
Practical				

RNBI Profile Graph

Client Name : Olaya Goodman

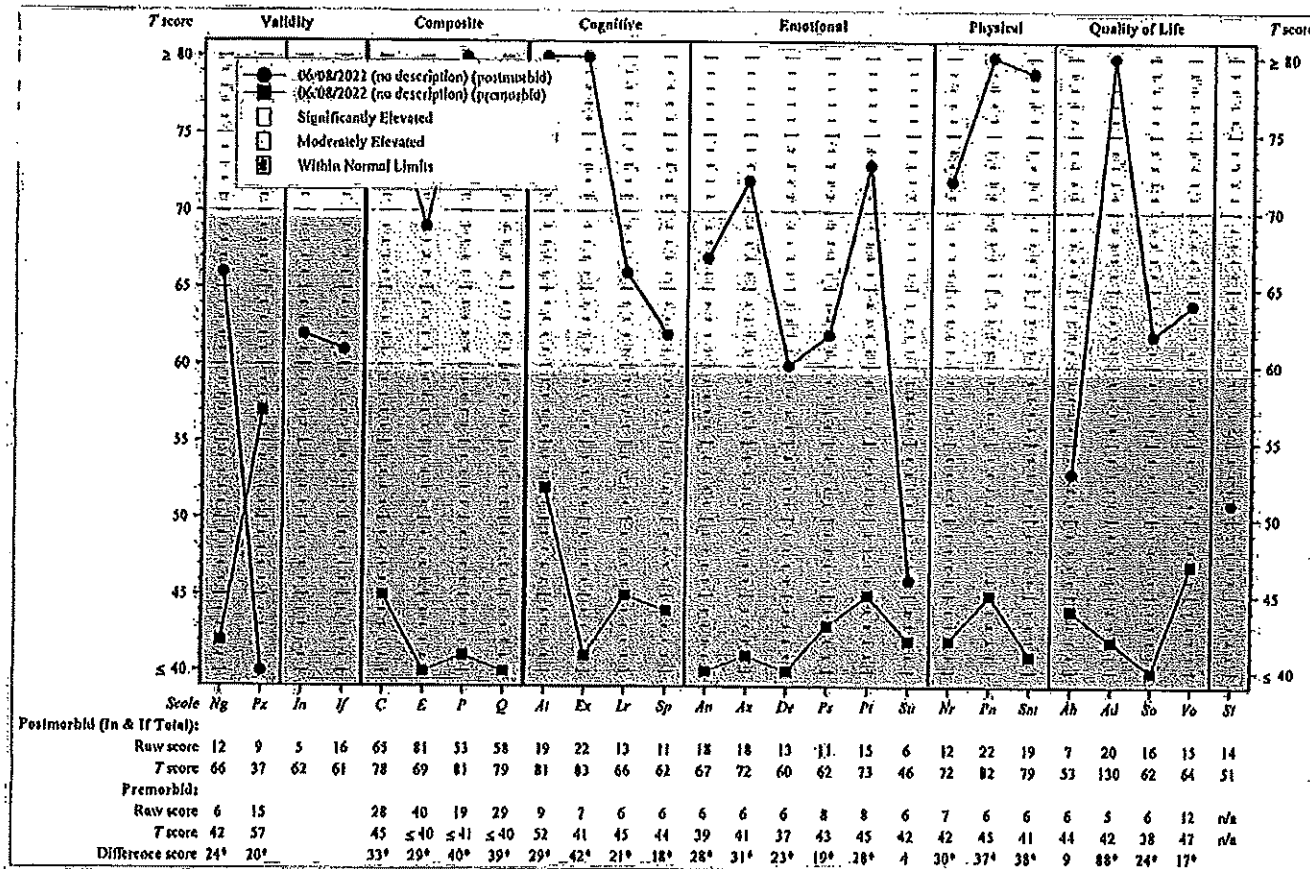
Client ID : 0912

Date of Birth : 09/12/1977

Test Date : 06/08/2022

Client Age : 44 years

Norm Group : Ages 18-45 Years



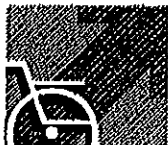
**LIFE CARE PLAN DEFINITIONS
RESEARCH AND EVALUATION SERVICES
PERTAINING TO THE NEEDS OF THE DISABLED**

AS NEEDED	MORE THAN 50% CHANCE IT WILL BE NEEDED. LISTED AS "AS NEEDED," WHICH INDICATES AN ITEM OR SERVICE MORE LIKELY THAN NOT WILL BE REQUIRED. THE TIME THE ITEM OR SERVICE WILL BE NEEDED AND THE FREQUENCY CANNOT BE DETERMINED.
IF INDICATED	INDICATES AN ITEM OR SERVICE MAY (LESS THAN 50% CHANCE) BE REQUIRED, BUT THE FREQUENCY CANNOT BE DETERMINED.
IF ABLE	INDICATES THE OPTIMISTIC VIEWPOINT THAT WITH OPTIMUM CARE, THE INDIVIDUAL MAY BE ABLE TO USE OR BENEFIT FROM A PARTICULAR ITEM OR SERVICE.
NOW IX	INDICATES THAT AN ITEM OR SERVICE MUST BE PURCHASED ONLY ONE TIME, AND MUST BE PURCHASED AT THE PRESENT TIME, OR AS SOON AS POSSIBLE.
LIFE IX	INDICATES THAT AN ITEM OR SERVICE MUST BE PURCHASED ONLY ONE TIME, HOWEVER, THE AGE WHEN THE ITEM OR SERVICE WILL BE PURCHASED OR PROVIDED CANNOT BE DETERMINED.
IF/WHEN SPOUSE IS NO LONGER ABLE OR AVAILABLE	INDICATES A SERVICE WILL BE REQUIRED AT THE TIME WHEN THE SPOUSE IS NO LONGER PHYSICALLY OR PSYCHOLOGICALLY ABLE, OR IS UNAVAILABLE DUE TO DEATH, DIVORCE OR ANOTHER CIRCUMSTANCE. THE SERVICES FOR WHICH THIS HAS BEEN WRITTEN CAN INCLUDE THE COST BEGINNING TWO YEARS PRIOR TO THE CLIENT'S NATURAL LIFE EXPECTANCY.
WHEN PARENTS ARE NO LONGER ABLE OR AVAILABLE	INDICATES A SERVICE WILL BE REQUIRED AT THE TIME WHEN THE CHILD'S PARENTS ARE NO LONGER PHYSICALLY OR PSYCHOLOGICALLY ABLE, OR UNAVAILABLE DUE TO DEATH OR ANOTHER CIRCUMSTANCE. THE SERVICES FOR WHICH THIS HAS BEEN WRITTEN CAN INCLUDE THE COST BEGINNING APPROXIMATELY AT THE PARENT'S 65TH BIRTHDAY.

**HABILITATION AND
REHABILITATION SERVICES**



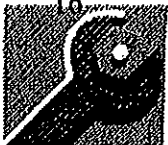
**HEALTHCARE
MANAGEMENT**



**RESEARCH AND
EVALUATION SERVICES**



**VOCATIONAL
REHABILITATION**



Miami: 10250 S.W. 56th St., D-203, Miami, FL 33165
(305) 595-8232 • Fax: (305) 598-1073 • E-mail: rehab@crcmiami.com
New York: 275 Madison Ave., Suite 1916, New York, N.Y. 10016
(212) 370-5544 • Fax: (212) 986-2757 • E-mail: crcny@aol.com
Buffalo: 85 Sterling Ave, Buffalo, N.Y. 14216
(716) 836-5631 • Fax: (716) 836-5681 • E-mail: crcbuffalo@verizon.net

COMPREHENSIVE REHABILITATION CONSULTANTS, INC.

LIFE CARE PLAN DEFINITIONS CONTINUED RESEARCH AND EVALUATION SERVICES PERTAINING TO THE NEEDS OF THE DISABLED

COST

ALL COSTS ARE LISTED AS COST PER ITEM (UNLESS OTHERWISE STATED).

FOR EXAMPLE:

"SHOELIFT LIFE 3X/YEAR \$18.00"

INDICATES EACH SHOE LIFT COSTS \$18.00 AND THEREFORE AN ANNUAL COST WILL TOTAL \$54.00

ANNUAL EVALUATION

A MULTI-INTERDISCIPLINARY APPROACH TO EVALUATING AN INDIVIDUAL BOTH MEDICALLY AND THERAPEUTICALLY. ALL THE REQUIRED EVALUATIONS WILL BE PERFORMED IN ONE SETTING, AND WILL BE CONDUCTED ON EITHER AN INPATIENT OR OUTPATIENT BASIS. THE NUMEROUS PROFESSIONALS INVOLVED WILL MEET WITH EACH OTHER IN ORDER TO BEST PREPARE RECOMMENDATIONS FOR THE INDIVIDUAL. THEY WILL PRESENT THESE RECOMMENDATIONS TO THE FAMILY AND TO OTHERS INVOLVED WITH PROVIDING TREATMENT TO THE INDIVIDUAL.

MEDICAL EVALUATION

PREVENTATIVE/PROPHYLACTIC CARE. SO THAT ROUTINE MONITORING AND EARLY DETECTION OF ANY PROBLEM OR POTENTIAL PROBLEM CAN BE TREATED IMMEDIATELY AND APPROPRIATELY SO AS TO AVOID UNNECESSARY COMPLICATIONS. ALSO FOR THE PURPOSE OF DETERMINING FUTURE CARE AND TREATMENT RECOMMENDATIONS AS WELL AS WHETHER OR NOT CURRENT CARE AND TREATMENT SHOULD CONTINUE.

MEDICAL CARE

"SITUATIONAL" CARE. SO THAT A PARTICULAR AND SPECIFIC ILLNESS OR CONDITION CAN BE TREATED AND FOLLOWED-UP.

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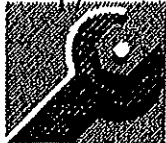
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RESEARCH AND EVALUATION SERVICES PERTAINING TO THE NEEDS OF THE DISABLED

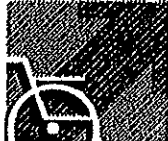
CONTINUUM OF CARE FOR OLAYA GOODMAN

	AGE OVER WHICH SERVICES WILL BE PROVIDED	FREQUENCY	COST PER VISIT
MEDICAL AND THERAPEUTIC EVALUATION			
MS. GOODMAN SUFFERS FROM CHRONIC, DEBILITATING LOWER BACK AND NECK PAIN. ADDITIONALLY, SHE HAS SHOULDER, ARM AND HAND DIFFICULTIES THAT FURTHER IMPEDE HER DAILY FUNCTIONING. SHE REQUIRES ONGOING TREATMENT FROM A PAIN MANAGEMENT PROFESSIONAL ALONG WITH A SPINE SURGEON AND ORTHOPEDIST. ONGOING PHYSICAL THERAPY IS REQUIRED WITH THE POTENTIAL FOR ADDITIONAL PAIN INTERVENTIONAL MODALITIES. A SPINAL CORD STIMULATOR TRIAL HAS ALREADY BEEN RECOMMENDED. FURTHER, DUE TO HER PAIN AND DISABILITY, SHE HAS DEVELOPED EMOTIONAL SEQUELAE WHICH MAY REQUIRE INTERVENTION FROM A PSYCHIATRIST AND A PSYCHOLOGIST. EQUIPMENT NEEDS AND MEDICATION WILL PERSIST WITH APPROPRIATE DIAGNOSTIC AND LABORATORY MONITORING.			
MEDICAL EVALUATION			
PAIN MANAGEMENT	LIFE	AS NEEDED	\$190.00
SPINE SURGEON	LIFE	1X/YEAR	\$385.00
ORTHOPEDIST	LIFE	1X/YEAR	\$283.00
PSYCHIATRIST	LIFE	IF INDICATED	
THERAPEUTIC EVALUATION			
PHYSICAL THERAPY	LIFE	1X/YEAR	\$100.00

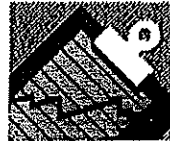
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RESEARCH AND EVALUATION SERVICES PERTAINING TO THE NEEDS OF THE DISABLED

CONTINUUM OF CARE FOR OLAYA GOODMAN

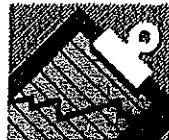
	AGE OVER WHICH SERVICES WILL BE PROVIDED	FREQUENCY	COST PER VISIT
MEDICAL AND THERAPEUTIC CARE			
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MEDICAL CARE			
PAIN MANAGEMENT	LIFE	12X/YEAR	\$124.00
SPINE SURGEON	LIFE	AS NEEDED	
ORTHOPEDIST	LIFE	AS NEEDED	
PSYCHIATRIST	LIFE	IF INDICATED	
THERAPEUTIC CARE			
PHYSICAL THERAPY	LIFE	100-150 SESSIONS EVERY 5-YEAR PERIOD MORE AS NEEDED	\$70.00
PSYCHOLOGIST	LIFE	IF INDICATED	

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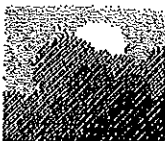
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RESEARCH AND EVALUATION SERVICES PERTAINING TO THE NEEDS OF THE DISABLED

CONTINUUM OF CARE FOR		OLAYA GOODMAN	
	AGE OVER WHICH SERVICES WILL BE PROVIDED	FREQUENCY	COST
HOSPITALIZATION			
SPINAL CORD STIMULATOR IMPLANT TRIAL (CPT CODE: 63650)	LIFE	1X	\$19,807.00*
SPINAL CORD STIMULATOR PERMANENT INSTALLATION (CPT CODE: 63655, 63685, 77003, 95972)	IF INDICATED		\$30,735.00*
CERVICAL SPINE FUSION REVISION (CPT CODE: 22551)	IN NEXT 7-10 YEARS	1X	\$173,566.00* APPROXIMATE
LUMBAR SPINE FUSION REVISION (CPT CODE 22558)	IN NEXT 7-10 YEARS	1X	\$138,702.00* APPROXIMATE

*PRICING AS PER FAIRHEALTH AND PHYSICIAN FEE REFERENCE (2021)

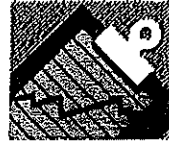
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RESEARCH AND EVALUATION SERVICES PERTAINING TO THE NEEDS OF THE DISABLED

CONTINUUM OF CARE FOR OLAYA GOODMAN

	AGE OVER WHICH SERVICES WILL BE PROVIDED	FREQUENCY	COST
MEDICATION			
PAIN TRAMADOL 50 MG	LIFE	3 TABLETS/DAY	\$74.00/90 TABLETS *CVS PHARMACY
GABAPENTIN 300 MG	LIFE	1 CAPSULE/DAY	\$28.00/30 CAPSULES *CVS PHARMACY
CYCLOBENZAPRINE 5 MG	LIFE	1 TABLET/DAY	\$31.00/30 TABLETS *CVS PHARMACY
DICLOFENAC SODIUM 75 MG	LIFE	1 TABLET/DAY	\$53.00/30 TABLETS *CVS PHARMACY
DICLOFENAC SODIUM GEL 1%	LIFE	1 TUBE/MONTH	\$48.00/TUBE *CVS PHARMACY

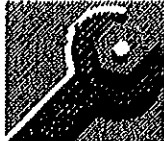
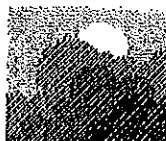
*AS PER GOODRX PRICING INDEX

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CONTINUUM OF CARE FOR OLAYA GOODMAN

	AGE OVER WHICH SERVICES WILL BE PROVIDED	FREQUENCY	COST PER TEST
LABORATORY TESTS			
GENERAL CHEMISTRY, HOMEOSTASIS AND SIDE EFFECTS AS A RESULT OF DISEASE AND MEDICATION.			
GENERAL HEALTH PANEL TO MONITOR TRAMADOL, GABAPENTIN, CYCLOBENZAPRINE, DICLOFENAC	LIFE	2X/YEAR	\$49.00 DIRECT LABS
GLUTAMYL TRANSFERASE TO MONITOR TRAMADOL	LIFE	2X/YEAR	\$26.00 DIRECT LABS

DIAGNOSTIC TESTS

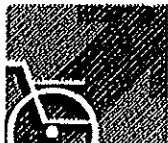
ADDITIONAL DATA REGARDING HEALTH OF ORGANS/TISSUES/CELLS.

MRI	LIFE	IF INDICATED
X-RAY	LIFE	IF INDICATED
CT SCAN	LIFE	IF INDICATED

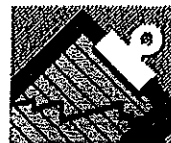
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CONTINUUM OF CARE FOR OLAYA GOODMAN

	AGE OVER WHICH SERVICES WILL BE PROVIDED	FREQUENCY	COST
ORTHOPEDIC AND ADAPTIVE EQUIPMENT			
CANE	LIFE	1X/2-4 YEARS	\$42.95 PERFORMANCE HEALTH
RAISED TOILET SEAT WITH HANDLES	LIFE	1X/3 YEARS	\$184.95 PERFORMANCE HEALTH
SHOWER CHAIR (BARIATRIC)	LIFE	1X/3 YEARS	\$41.95 PERFORMANCE HEALTH
PORTABLE SHOWER HOSE	LIFE	1X/5 YEARS	\$78.55 PERFORMANCE HEALTH
GRAB BARS (BATHROOM)	LIFE	1X/5 YEARS	\$84.50 PERFORMANCE HEALTH

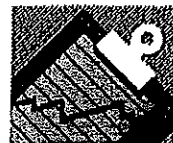
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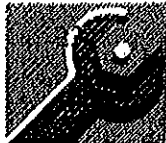
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RESEARCH AND EVALUATION SERVICES PERTAINING TO THE NEEDS OF THE DISABLED

CONTINUUM OF CARE FOR OLAYA GOODMAN

	AGE OVER WHICH SERVICES WILL BE PROVIDED	FREQUENCY	COST
SUPPORT CARE			
MS. GOODMAN REQUIRES DAILY ASSISTANCE WITH ALL ASPECTS OF PERSONAL CARE. SHE IS NO LONGER CAPABLE OF EVEN SIMPLE HOUSEHOLD CHORES NECESSITATING ADDITIONAL ASSISTANCE WITH THESE ACTIVITIES.			
PERSONAL CARE AIDE*	NOW-AGE 60	21 HOURS/WEEK	\$25.00/HOUR
	AGE 60-65	35 HOURS/WEEK	
	AGE 65-70	8 HOURS/DAY	
	AGE 70-75	12 HOURS/DAY	
	AGE 75-LIFE	16 HOURS/DAY	
REGISTERED NURSE*	AGE 65-75	2 HOURS/WEEK	\$125.00/HOUR
	AGE 75-LIFE	3 HOURS/WEEK	
HOUSEKEEPER	LIFE	4-8 HOURS/WEEK MORE AS NEEDED	\$25.00/HOUR

*AS PER DR. RBYFMAN 10-18-22

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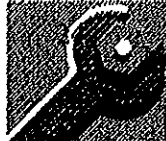
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PAIN MANAGEMENT

REQUEST FOR INFORMATION/PRICES

CLIENT OLAYA GOODMAN PERSON MAKING CALLS ACER

DATE	COMPANY/AGENCY	CONTACT	EVAFUATION	FOLLOW-UP
6/21/22	ROBERT MANCUSO, MD	DATA.CMS.GOV	\$190	\$124
6/21/22	PAVEL ALEXANDROV, MD	DATA.CMS.GOV	\$213	\$140
6/21/22	RAFAEL ABRAMOV, DO	DATA.CMS.GOV	\$183	\$119

SPINE SURGEON

REQUEST FOR INFORMATION/PRICES

CLIENT OLAYA GOODMAN PERSON MAKING CALLS ACER

DATE	COMPANY/AGENCY	CONTACT	EVAFUATION	FOLLOW-UP
6/21/22	FRANCES CUOMO, MD	DATA.CMS.GOV	\$567	\$499
6/21/22	JOHN OLSEWSKI, MD	DATA.CMS.GOV	\$385	\$370
6/21/22	BARRY JUPITER, MD	DATA.CMS.GOV	\$192	\$102

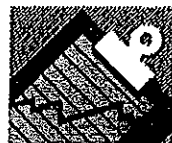
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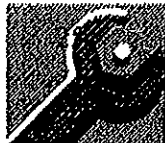
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ORTHOPEDIST

REQUEST FOR INFORMATION/PRICES

CLIENT OLAYA GOODMAN PERSON MAKING CALLS ACER

DATE	COMPANY/AGENCY	CONTACT	EVALUATION	FOLLOW-UP
6/21/22	SUN JIN KIM, MD	DATA.CMS.GOV	\$576	\$326
6/21/22	DAVID GONZALEZ, MD	DATA.CMS.GOV	\$462	\$283
6/21/22	MARK SILVERMAN, MD	DATA.CMS.GOV	\$147	\$87

PHYSICAL THERAPY

REQUEST FOR INFORMATION/PRICES

CLIENT OLAYA GOODMAN PERSON MAKING CALLS ACER

DATE	COMPANY/AGENCY	CONTACT	EVALUATION	FOLLOW-UP
6/21/22	SIRI MEDICAL ASSOCIATES	RECEPTIONIST	\$120	\$60
6/21/22	BRONX PHYSICAL THERAPY	RECEPTIONIST	\$100	\$80
6/21/22	JOINT IN MOTION PHYSICAL THERAPY & REHABILITATION	RECEPTIONIST	\$90	\$70

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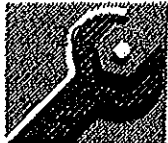
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PERSONAL CARE AIDE

REQUEST FOR INFORMATION/PRICES

CLIENT OLAYA GOODMAN PERSON MAKING CALLS ACER

DATE	COMPANY/AGENCY	CONTACT	COST/SERVICE
6/20/22	ANNETTE C.	CARE.COM	\$20-\$30/HOUR
6/20/22	CARMEN F.	CARE.COM	\$30/HOUR
6/20/22	CHRISTIE R.	CARE.COM	\$30/HOUR

HOUSEKEEPER

REQUEST FOR INFORMATION/PRICES

CLIENT OLAYA GOODMAN PERSON MAKING CALLS ACER

DATE	COMPANY/AGENCY	CONTACT	COST/SERVICE
6/20/22	ALBINA D.	CARE.COM	\$20-\$25/HOUR
6/20/22	ARTE B.	CARE.COM	\$25/HOUR
6/20/22	VANUSA M.	CARE.COM	\$25/HOUR

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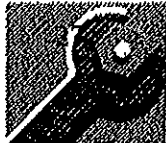
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REGISTERED NURSE

REQUEST FOR INFORMATION/PRICES

CLIENT OLAYA GOODMAN PERSON MAKING CALLS ACER

DATE	COMPANY/AGENCY	CONTACT	COST/SERVICE
11/25/22	STEPS HOME CARE	JENNIFER	\$125.00/HOUR
11/25/22	ELDER CARE HOME CARE	ERIC	\$115.00-\$125.00/HOUR
11/25/22	PRIVATUS CARE SERVICES	DIANA	\$215.00/HOUR

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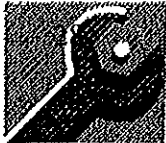
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CURRICULUM VITAE

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EDUCATION

1973 Ph.D. Clinical Psychology, New York University
1968 B.A. Psychology, City College of New York

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275 Madison Avenue
New York, New York 10016

Comprehensive Rehabilitation Consultants, Inc. (CRC) is a private rehabilitation firm which brings to its clients a continuum of services for the habilitation and rehabilitation of disabled individuals, providing a detailed analysis of present and future needs. CRC also offers direct services such as neuropsychological, psychological, educational and vocational testing, counseling, vocational rehabilitation, and case management, including life care planning.

As Vice President and head of CRC's New York office, duties include client involvement (such as, rehabilitation planning and research, vocational assessment, neuropsychological/psychological evaluations and case management), as well as administrative responsibilities. Expert testimony as a rehabilitation specialist has been accepted in court.

11/76 – 9/86 Director, Chief Psychologist
Mental Health Services, Bronx Family Court
900 Sheridan Avenue
Bronx, New York 10451

The Mental Health Services of the Bronx Family Court is the agency responsible for all psychiatric and psychological evaluations requested by the Bronx Family Court. Such evaluations include assessments in PINS and delinquency matters, custody-visitation disputes, neglect and abuse cases, termination of parental rights cases and family offense petitions. Evaluations are requested by the court for purposes of disposition, competency, and fact finding depending upon circumstances. In addition, emergency evaluations for hospitalization are often requested. (In this respect if clients are assessed in need of immediate hospitalization, they are then remanded to the hospital for observation and further study). Testimony in court is frequently required. The primary focus of the

clinic is evaluatory in nature, although crisis intervention may occur. If long-term treatment is deemed necessary, referrals are made to appropriate agencies in the community.

Duties: Prior to appointment as Bronx Family Court Director, I served briefly as a Senior Psychologist and then Director in the Manhattan Family Court Clinic. As Director responsibilities include administration, setting clinic policy, direct consultation with Judges pertaining to clinic policy and guidelines, coordination of clinical workups and policies with central administration, developing guidelines for cases, determining the focus of clinic reports and coordinating clinic staff to maximize efficacy. The staff included psychiatrists, psychologists, social service clinicians and support personnel.

In addition to administrative duties, clinical responsibilities include an extensive case load, especially those of an unusual or difficult nature, as well as almost all emergency evaluations for hospitalization. Coordination and consultation with hospital staff on court remands are routine. Both evaluative interviews as well as diagnostic testing are common. However, interviews are the primary mode of assessment. Where particularly astute diagnostic skills are needed for differential diagnosis (usually requested by staff psychiatrists) diagnostic testing is then administered to provide the pertinent information. The patient population is extremely diverse, from all walks and ages to all diagnostic categories.

Supervision is an additional duty. Such work includes supervision and training of new psychiatrists and psychologists, consultation and supervision of staff on difficult cases and supervision and training of Clinical Psychology Ph.D. students placed at the clinic for training from Adelphi University, as well as Forensic Psychiatric Fellows placed at the clinic in affiliation with Bronx Lebanon Hospital Court Clinic. Research projects are developed, such as workshop for staff from Family Court and Prison Health concerning neuropsychological evaluation.

3/73 – Present Certified Psychologist
275 Madison Avenue
New York, New York 10016

From 5/73 – 2/75 intensive therapy was instituted with a limited number of indigent adolescents. In 1976 consultations and evaluations were initiated with New York State Vocational Services for Individuals with Disabilities (previously VESID, now currently ACCES-VR -- Adult Career and Continuing Education Services-Vocational Rehabilitation) and the Health Insurance Plan of Greater New York. As requests for consultation increased greatly (to over 10 a week), individual therapy hours were gradually replaced by clients referred for rehabilitation services. Referrals from Social Security Disability, Workmen's Compensation, and the Commission for the Blind as well as other sources (i.e., attorneys, physicians, psychologists, schools, etc.) were additionally common.

The ACCES-VR population includes individuals from all diagnostic categories (i.e., cerebral palsy, learning disabled, intellectually disabled, developmentally delayed, brain damaged, psychiatric, ex-offender, drug abuser, etc.) as well as those with a multitude of physical handicaps (paraplegics, amputees, congenital deformities, muscular dystrophy, lupus, etc.). Evaluations entail assessing the client's intellectual functioning, academic levels, vocational aptitudes, occupational preferences and personality characteristics. Although referral questions vary, the focus is always in part on

vocational planning, training and rehabilitation. In addition to a standard battery, including neuropsychological screening, both educational and vocational tests are administered. Reports provide pertinent information regarding the client's capabilities, as well as etiological factors, prognosis, and differential diagnosis. Clients from ACCES-VR range in age from sixteen years to individuals in their sixties. In contrast, evaluations for HIP were almost exclusively children and adolescents under sixteen. Typically children were referred to assess learning problems or behavioral difficulties. Children seen for evaluation included those diagnosed as hyperactive, withdrawn, or manifesting other behavior disorders, as well as children with severe psychopathology, such as pervasive developmental disorder, mental retardation, and/or marked brain injury. In addition, children were referred to assess the etiological factors of learning problems in the classroom. Many evaluations also focused on in-depth psychological profiles emphasizing appropriate treatment alternatives as well as differential diagnosis. At present, independent evaluations for the New York City Department of Education for children with special needs entails a similar focus.

Neuropsychological assessment has become an additional subspecialty. As so many cases involved neurogenic dysfunction (approximately 2 out of every 3 clients have brain dysfunction as a primary or secondary diagnosis), expertise in neuropsychology was essential. Expert testimony has been accepted not only in Family Court, but also in Supreme Court, Court of Claims and the United States District Court.

3/73 – 7/75 Psychologist II
 Cooper Rehabilitation Center
 232 East 12th Street
 New York, New York 10003

Cooper Rehabilitation Center, a New York State Drug Abuse Control Commission facility, was composed of three main divisions; an adolescent section of youths age 12 to 19 years with drug and/or psychiatric/learning problems, (usually with extensive criminal records), a detoxification unit for men of all ages, and an aftercare unit, primarily for men, providing follow-up and supervision.

Duties: In addition to general program development and research, duties for each division were as follows:

Adolescent Ward – Therapeutic planning, diagnostic evaluation, individual and group psychotherapy, supervision and training of therapists, meditation groups, music therapy, crisis intervention and family consultations.

Detoxification Unit – Diagnostic evaluations (usually in regard to suitability for methadone maintenance), supervision and training of therapists, and crisis intervention.

Aftercare Unit – Diagnostic evaluation, therapeutic planning, therapy supervision and crisis intervention.

10/70 – 9/72 Bronx Veteran's Administration Hospital
 Kingsbridge Road
 Bronx, New York 10468

Both a general and neuropsychiatric hospital, involvement was primarily with the psychiatric wards on both an in-patient and out-patient basis, in particular with a select ward designed especially for patients who could benefit from intensive individual, group and milieu treatment. The population consisted primarily of psychotic disorders.

Duties: Individual therapy, group therapy, family therapy, diagnostic testing, ward representative, therapeutic planning, and supervision of first year trainees in diagnostic testing and individual therapy.

9/68 – 9/70 Manhattan Veterans Administration Hospital
 First Avenue & 24th Street
 New York, New York 10010

Both a general and neuropsychological hospital, involvement was primarily with the in-patient and out-patient psychiatric wards. Although heterogenous, the patient population consisted primarily of psychotic disorders.

Duties: Individual therapy, group therapy, diagnostic testing, and therapeutic planning.

CERTIFICATION

Licensed New York Psychologist, March, 1974 License Number 4524
Certified Neuropsychologist, American Board of Professional Neuropsychology, 1985-1989
Case Manager, Commission for Case Management Certification, 1993

FACULTY APPOINTMENT

Associate, Derner Institute, Adelphi University, Appointed 1980

PROFESSIONAL SOCIETY MEMBERSHIP

American Psychological Association
New York State Psychological Association
American College of Forensic Psychology
New York Neuropsychology Group
International Association of Rehabilitation Professionals
American Academy of Forensic Sciences
Academy of Spinal Cord Injury Professionals
Brain Injury Association of New York State
North American Spine Society

APPROVED

Panel Psychologist; New York State Vocational Educational Services Individuals Disabilities (1976)

Consultant Psychologist; Social Security Disability Determination (1980)

Neuropsychologist, New York State Vocational Educational Services Individuals Disabilities (1988)

Diplomate, American Board of Vocational Neuropsychology (1990)

Diplomate, American Board of Medical Psychotherapists (1988)

APA Selection for the Assessment Panel of the Harvard Resource-Based Relative Value Scale (1992)

Guest Reviewer, Journal of Head Trauma Rehabilitation (1996)

AWARDS AND HONORS

Phi Beta Kappa, CCNY, 1968

Graduation *cum Laude*, CCNY, 1968

Founders Day Award for Outstanding Scholarship, NYU, 1974

Certificate Outstanding Service, American Bar Association Section of Family Law, 1988

PUBLICATION AND RESEARCH

Schuster, R., Enhancing Return to Work: Matching SCI Clients with Long-Term Vocational Goals, SCI Psychosocial Process, Vol. 17, #1, pp. 21-26, Spring, 2004.

Schuster, R., SCI Damage in Court: A Case Presentation of a Trial Process, SCI Psychosocial Process, Vol. 13, #4, pp. 162-169, Winter, 2000.

Schuster, R., Neuropsychological/Vocational Assessment Techniques for High Level Spinal Cord Injured Clients, SCI Psychosocial Process, Vol. 9, #4, pp. 60-65, 1996.

Schuster, R., Life Care Planning and Vocational Assessment for the SCI Population: An Overview, SCI Psychosocial Process, Vol. 7, #4, pp. 165-169, 1994.

Schuster, R., and Marantz, S., "Increasing Accuracy in Job Placement for the Brain Impaired Client," NeuroRehabilitation, pp. 15-24, January, 1994.

Schuster, R., Assessing the Impact of Brain Injury on Children's Future Employability in Head Trauma Cases Law & Medicine, Vol. 2, Ed. A. Roberts, Wiley Law Publications, New York, pp. 16-20 – 16-33, 1992.

Schuster, R., and Fanin, G., Computer-assisted Investigation of Residual Skills Analysis and Future Earning Potential in Head Trauma Cases, Law & Medicine, Vol. 2, Ed. A. Roberts, Wiley Law Publications, New York, pp. 16-6 – 16-7, 1991.

- Schuster, R., Neuropsychology in Brain Injury Litigation in Head Trauma Cases, Law & Medicine, Vol. 2, Ed. A. Roberts, Wiley Law Publications, New York, pp. 12-1 – 12-16, 1989.
- Schuster, R., Vocational Assessment & Rehabilitation Planning in Head Trauma Cases, Law & Medicine, Vol. 2, Ed. A. Roberts, Wiley Law Publications, pp. 16-1 – 16-33, 1989.
- Schuster, R., The Rehabilitation Specialist's Role in Vehicle Collision Litigation, Techniques and Evaluation, Division for Professional Education, American Bar Association, pp. 667-77, 1989.
- Schuster, R., Clinical Neuropsychology: Application in Criminal, Civil and Family Court Matters in Critical Issues in American Psychiatry and Law, Vol. 5 Criminal Court Consultation, Ed. Rosner, R., Harmon, R., Plenum Press, New York pp. 259-272, 1989.
- Schuster, R., and Guggenheim, P.D., Profile of the Intellectual Capabilities of Juvenile Offenders, Journal of Forensic Sciences, 27(2), 393-400, 1982.
- Schuster, R., and Guggenheim, P.D., Focus of Clinical Practice in Family Court Mental Health Services, In Critical Issues in American Psychiatry and Law, 196-216, Ed. Rosner, R., Charles C. Thomas: Springfield, Il, 1982.
- Schuster, R., Evaluation of a Reality Therapy Stratification System in a Residential Drug Rehabilitation Center, Drug Forum, 7(1), 59-67, 1978.
- Schuster, R., Empathy and Mindfulness, Journal of Humanistic Psychology, 19(1), 71-77, 1979.
- Schuster, R., Towards a Synthesis of Eastern Psychology and Western Psychology, Psychology – A Journal of Human Behavior, 14(1), 3-13, 1977.
- Schuster, R., Meditation: Philosophy and Practice in a Drug Rehabilitation Setting, Drug Forum, 5(2), 163-170, 1976.
- Schuster, R., Trust: Its Implication in the Etiology and Treatment of Psychopathic Youths, International Journal of Offender Therapy and Comparative Criminology, 20(2), 128-133, 1976.
- Schuster, R., Sex Differences and Within Sex Variation in Children's Block Constructions, Unpublished Ph.D. dissertation, New York University, 1973.

CURRICULUM VITAE

KATHLEEN M. ACER, Ph.D., CLCP

275 Madison Avenue
New York, NY 10016 Suite 1916
212-370-5544
crcny@aol.com

Degrees Earned

Hofstra University 1994 Ph.D. Clinical and School Psychology Dual Ph.D. Program
Hofstra University 1990 M.A. School Psychology
Hofstra University 1986 B.A. Biology/Minor in Psychology

Professional Licenses and Credentials

New York State licensed Clinical Psychologist #012323
New York State Permanent Certification in School Psychology
Certified Life Care Planner #1555
New York State Board certification for Workers Compensation #PS012323
Social Security Disability Approved Consultative Examiner
New York City Board of Education Approved Psychologist
ACCESS-VR Approved Evaluation Provider

Association Memberships

American Psychological Association
American Academy of Pain Management-Diplomate Status earned
American College of Forensic Medicine-Diplomate Status earned

Clinical Positions

2016-Present **CLINICAL DIRECTOR**
Clinical Psychologist, Certified Life Care Planner
Comprehensive Rehabilitation Consultants, Inc..
275 Madison Ave. Suite 1916
New York, New York 10016-1101

- Conduct vocational and psychological/ cognitive evaluations (adults and children) for the purpose of litigation, expert witness courtroom and deposition testimony.
- Evaluation of medical, rehabilitation and psychological future care needs for the development of a comprehensive Life Care Plan.
- Provide consulting services to attorneys including litigant preparation and coaching for testimony, attorney preparation for trial, reviews of opposing evaluations and depositions, and research functions.
- Perform independent psychoeducational and psychodiagnostic evaluations for the New York City Department of Education for children with special needs.
- Conduct evaluations for the New York State Rehabilitation Agency, ACCES-VR. Evaluations entail assessment of intellectual functioning, academic levels, vocational aptitudes and interests, as well as emotional/personality and psychiatric functioning. Clients represent individuals with a variety of difficulties including intellectual disabilities, learning disabilities, substance abuse, and psychiatric issues along with physical disabilities.

2002-2016 CONSULTING/ CLINICAL ADULT AND CHILD PSYCHOLOGIST

The IMA Group-Variou offices throughout New York State

- Provide diagnostic psychological, psychiatric, and cognitive evaluations of adults and children of all ages for a variety of clients including local, state and federal government agencies. These evaluations include SSI/SSD disability determinations, fitness-for-duty for various local police, fire and corrections departments, Department of Veteran's Affairs disability assessments, Department of Social Services Employability Assessments for Suffolk and Nassau County agencies, Independent Medical Examinations for Worker's Compensation, Employability/Fitness-for Duty Assessments for New York State (various agencies/departments), Medicaid/Medicare assessments, evaluations for Long Island Railroad for determination of disability (new and continuing)
- Independent psychological, academic, cognitive and clinical diagnostic assessment of children for educational placement purposes, psychological and psychiatric/medical referrals. Consulting/advisement of parents/guardians regarding appropriate educational placement and services for special needs students.

1997-2002 DIRECTOR OF PSYCHOLOGICAL SERVICES

The IMA Group-locations throughout NY, NJ, and MA

- Created and developed the Psychology Department for a private multidisciplinary medical corporation, including the formulation, design and implementation of

standardized assessment procedures/forms/quality assurance measures and government regulation compliance protocols.

- Responsible for all hiring, training, and supervision of psychologists, psychiatrists and speech/language pathologists' company -wide (18 locations in NY, NJ, and MA).
- Personally conducted regular staff QA reviews, in-service training programs and administration/HR functions for professional staff in department.
- Interfaced extensively with various corporate, private, and governmental clients including state, local, and federal agencies to establish and maintain excellent working relationships and facilitate efficient communication between the company and clients.
- Prepared and wrote responses to Requests for Proposals (RFPs) and participated in outreach and marketing programs for new business development.

1994- 1997 ASSISTANT DIRECTOR OF PSYCHOLOGICAL SERVICES

Greater Metropolitan Medical Services- locations in all NYC boroughs and LI

- Developed, with Director, psychological evaluation and treatment protocols, procedures and techniques for a multi-specialty medical practice including psychological adjustment/personality assessment, clinical pathology, neuropsychological screening, neurocognitive memory evaluations, and chronic pain assessments of outpatient medical patients.
- Design, implement and conduct novel research regarding chronic and acute pain, trauma responses and emotional symptomology. Presentation of research at national association conferences and workshop presentations of treatment approaches.
- Individual and group therapy using cognitive-behavioral methods, hypnosis, and biofeedback protocols.
- Assist Director in the hiring, training, and supervision of psychologists, biofeedback technicians and paraprofessional assessment staff.

Sept 1990-June 1992 PSYCHOLOGICAL SERVICES: STAFF THERAPIST

Nassau County Department of Drug and Alcohol Addiction

Nassau University Medical Center, Building K, East Meadow, NY •

Individual counseling and group therapy using cognitive-behavioral techniques, unit and case management intakes, learning disability screening (children), psychological assessments (adults & children), diagnostic assessments.

- Conducted research designed to determine effectiveness of various treatment protocols.
- Conducted vocational assessment for the State Rehabilitation Agency (VESID)

School Psychology Positions

Sept 1991-June 1994

HICKSVILLE PUBLIC SCHOOLS 1 public school elementary, 3 private elementary and middle schools. Psychological evaluations, individual and group therapy, classroom interventions, teacher and parent consultations, leader of building child study team.

RAINBOW PRESCHOOL, Commack, NY

Psychological evaluations, individual and group therapy, family therapy, parent training, behavioral class management, teacher consultations, presentations at CPSE and CSE meetings.

MIDDLE COUNTRY SCHOOL DISTRICT, Long Island, NY, Newfield High School

Crisis intervention and brief therapy, psychological evaluations, presenting and sitting member of Committee on Special Education and Child Study Team

PATCHOGUE-MEDFORD SCHOOL DISTRICT, NY

Psychological evaluations, district wide position

BOCES III EARLY CHILDHOOD LEARNING CENTERS, Lindenhurst and Wheatly Heights, NY Preschool evaluations for a developmentally delayed population.

SACHEM SCHOOL DISTRICT, Smithtown, NY, Elementary schools

Intellectual evaluations for the Gifted and Talented Program

School Psychology Internships

1988-1990

BOCES III Washington Ave. Learning Center, Deer Park, NY

Duties included individual and group therapy with children and adolescents, teacher consultations, case management, triennial evaluations.

MIDDLE COUNTRY SCHOOL DISTRICT, Newfield High School, Coram, NY

Duties included individual therapy, teacher consultations, triennial and new referral evaluations, and crisis intervention.

DEER PARK SCHOOL DISTRICT, Maymoore Elementary School, Deer Park, NY

Duties included learning disability remediation.

Clinical Psychology Internships

1990-1991

CREEDMOOR PSYCHIATRIC INSTITUTION, Queens, NY

Conducted group and individual therapy with a mentally impaired, chemically addicted (MICA) population on a locked, inpatient unit.

NASSAU COUNTY DEPARTMENT OF DRUG AND ALCOHOL ADDICTION AND
NASSAU COUNTY DEPARTMENT OF MENTAL HEALTH AND VOCATIONAL
SERVICES-VESID

Administered intake evaluations, ran therapeutic group and individual treatment sessions in the outpatient substance abuse treatment program.

Provided psychological, cognitive, educational and vocational evaluations in outpatient substance abuse, outpatient mental health, inpatient adult and adolescent units, and vocational rehabilitation settings.

Teaching Experience

1995-1996

Union University Clinical Psychology Ph.D. Program.

Graduate program "University without Walls Program." Advisement of students regarding research and dissertation proposals. One-on-one teaching of graduate level courses including Intellectual and Personality Assessment.

1988-1990

Hofstra University Doctoral Program in Clinical & School Psychology

Teaching Assistant

1-Intellectual Assessment with the WPPSI (graduate level)

2-Intellectual Assessment with the WISC-R and WAIS-R (graduate level)

3-Intellectual Assessment with the K-ABC, Stanford-Binet, 4th ed., and McCarthy Scales (graduate level)

Bio-Research Experience

1986-1988 PLUM ISLAND ANIMAL DISEASE CENTER: Foreign Animal Disease Research Division: Research Associate primary areas of investigation involved viral and bacteriological diseases of livestock including foot-and-mouth disease, rinderpest, Newcastle's disease, blue-tongue, Rift-Valley fever, African horse sickness, sheep and goat pox.

CORNELL UNIVERSITY DUCK RESEARCH LAB: Virology: Research Assistant involved in experiments developing new tissue culture methodologies, development and implementation of vaccines and biologicals, responsible for mass production of such vaccines for export throughout the United States.

Presentations, Research Papers and Workshops

January 1999	Fear of Work: Interpersonal and organizational factors affecting return to work after injury Presented at the Winter meeting of the New York State Upstate College of Occupational and Environmental Medicine Rochester, New York
September 1997	Guided Imagery in the Treatment of Chronic and Acute Pain Workshop presented at the Annual Convention of the American Academy of Pain Management Las Vegas, Nevada

- November 1996 Post-Acute Trauma-Patient Characteristics, Prevalence and Hypnotic Intervention
Workshop presented at the Annual Convention of the New York State Society of Clinical Hypnosis
Queens, New York
- October 1996 Guest Speaker on the Extra Help Cable Network television show "Family Focus." Topics included the effects of chronic pain on the individual and the family system. Lynbrook, New York
- September 1996 Post-Acute Trauma Management - An Interdisciplinary Approach to Patient Care
Workshop presented at the Annual Convention of the American Academy of Pain Management Washington, D.C.
- July 1996 Post-Acute Trauma Management: The Psychological Aspects of Injury, Trauma and Pain
Unpublished manuscript
- September 1995 Acer, K.M. & Burte, J.M. Chronic Pain As An Intermediating Stressor in the Development of Posttraumatic Emotional Distress-The Etiological of an Anxiety Disorder. Presented at the American Academy of Pain Management Annual Convention.
Dallas, Texas
- September 1995 Burte, J.M. & Acer, K.M. Use of the MMPI-2 and Self-Report Measures of Anxiety and Depression with Chronic Pain Patients. Presented at the American Academy of Pain Management Annual Convention.
Dallas, TX

In re: IEH Auto Parts LLC

Case No. 23-90057

Attachment 7

Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

Case Title	Case number	Nature of case	Court name	Court address 1	Court address 2	Court City	Court State	Court Zip	Status of case (e.g. Pending, On appeal, Concluded)
Adrian L Vickers	1245-WC-21-0000072	Public Liability Claim							Pending
Alabama Department of Revenue		Sales / Use Tax Audit							
Alford, Christopher v. Icahn Automotive Group LLC, et al.		9/1/2017 - 8/31/2020	Alabama Department of Revenue	PO Box 154		Montgomery	AL	36135	Pending
	1-2-0001-2544	Wage and Hour	American Arbitration Association	2200 Century Pkwy NE	Suite 300	Atlanta	GA	30345	Pending
Alusine Dumbuya	1245-WC-19-0001274	Public Liability Claim							Pending
Ana M Rodriguez	1245-WC-20-0000815	Public Liability Claim							Pending
Ana Rodriguez	1245-WC-17-0500327	Public Liability Claim							Pending
Anthony Gagliardi	1245-WC-19-0000553	Public Liability Claim							Concluded
Arianna Hernandez	1245-WC-18-0000542	Public Liability Claim							Concluded
Arianna Hernandez	1245-WC-21-0001156	Public Liability Claim							Pending
Bosco F Aranda	1245-WC-21-0000967	Public Liability Claim							Concluded
Brandon E Martinez	1245-WC-22-0300747	Public Liability Claim							Pending
Brian Johnson	1245-WC-21-0000574	Public Liability Claim							Concluded
BRUCE BENSON	1245-GL-19-0500644-001	Public Liability Claim							Pending
Calvo, Luis v. Icahn Automotive Group LLC, et al.	01-22-0002-5282	Wage and Hour	American Arbitration Association	2200 Century Pkwy NE	Suite 300	Atlanta	GA	30345	Pending
Carhard, Mark v. Icahn Enterprises, L. P., et al	10215949	Discrimination	New York State Division of Human Rights	259 Monroe Ave	Suite 308	Rochester	NY	14607	Concluded
Carlos Lozano	1245-WC-20-0000277	Public Liability Claim							Pending
Caroll Melendez	1245-AL-21-0300115-002	Public Liability Claim							Pending
Charles Straley	1245-WC-19-0000879	Public Liability Claim							Concluded
Childs, Frank	410-2020-05699	Racial Discrimination and Retaliation	EEOC	131 M Street NE		Washington	DC	20507	Concluded
Coleman, Chante	520-2022-05797	Discrimination and Retaliation	EEOC	131 M Street NE		Washington	DC	20507	Pending
Coleman, Chante v. IEH Auto Parts LLC	10218066	Discrimination and Retaliation	New York State Division of Human Rights	7-11 South Broadway	Suit 314	White Plains	NY	10601	Concluded
Connecticut Department of Revenue		Sales / Use Tax Audit	Connecticut Department of Revenue	450 Columbus Blvd		Hartford	CT	06103	Pending
Connecticut Department of Revenue		4/1/2015 - 3/31/2018	Connecticut Department of Revenue	450 Columbus Blvd		Hartford	CT	06103	Pending
Daniel Dimarzio	1245-WC-19-0000249	Public Liability Claim							Concluded
Daniel R Bozarth	1245-WC-22-0300104	Public Liability Claim							Pending
Daniel S Escobar-Gonzalez	1245-AL-20-0500147-002	Public Liability Claim							Pending
Daniel S Escobar-Gonzalez	1245-AL-20-0500147-003	Public Liability Claim							Pending
Danielle K Foster	1245-WC-20-0000940	Public Liability Claim							Pending
Darrell Martin	1245-WC-21-0000785	Public Liability Claim							Concluded
David Schutzman	1245-WC-21-0000500	Public Liability Claim							Concluded
David Schutzman	1245-WC-18-0000706	Public Liability Claim							Pending
David V Esculano	1245-AL-20-0500043-003	Public Liability Claim							Concluded
Dawn M Vaughn	1245-WC-21-0000889	Public Liability Claim							Pending
DELMA QUINONES	1245-AL-20-0500324-003	Public Liability Claim							Pending
DELMARIS CARRION	1245-AL-20-0500324-004	Public Liability Claim							Pending
Derek Grenga	1245-WC-21-0001182	Public Liability Claim							Concluded
DIETER HUSSAR	1245-WC-17-0500335	Public Liability Claim							Concluded
Edward McCormack	1245-WC-21-0001381	Public Liability Claim							Concluded
Edward Pruski	1245-WC-18-0001520	Public Liability Claim							Concluded
Edwin McCrary	1245-AL-20-0500065-003	Public Liability Claim							Pending
ELBA ROSARIO	1245-AL-16-0500202-004	Public Liability Claim							Concluded
Emad Delfalla	1245-WC-20-0001065	Public Liability Claim							Concluded
Felicia Crawford	1245-AL-20-0500355-005	Public Liability Claim							Pending

In re: IEH Auto Parts LLC

Case No. 23-90057

Attachment 7

Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

Case Title	Case number	Nature of case	Court name	Court address 1	Court address 2	Court City	Court State	Court Zip	Status of case (e.g. Pending, On appeal, Concluded)
Florida Department of Revenue		Sales / Use Tax Audit 06/01/2015 - 05/31/2018	Florida Department of Revenue	5050 West Tennessee Street		Tallahassee	FL	32399	Concluded
Frank J Stasiowski	1245-WC-19-0000169	Public Liability Claim							Concluded
Gary Lebaron	1245-WC-22-0000264	Public Liability Claim							Pending
Gary Mathis	1245-AL-18-0500172-002	Public Liability Claim							Pending
George L Benjamin	1245-WC-21-0000832	Public Liability Claim							Concluded
Geraldine Frazier	1245-AL-17-0500219-006	Public Liability Claim							Concluded
IEH Auto Parts LLC v. Brian Polmanteer, et al.	E2021-0840CV	Insurance Recovery	State of New York, Supreme Court: County of Steuben	3 E Pulteney Square		Bath	NY	14810	Pending
IEH Auto Parts LLC v. Motive Industries LLC	1117890	Collections	Superior Court	1061 Main Street		Bridgeport	CT	06604	Pending
IEH Auto Parts LLC v. Yanessa Inc. d/b/a Solutions Automotive and Lease Corporation of America	471-03080-2021	Breach of Contract	District Court of Collin County, TX	2100 Bloomdale Rd		McKinney	TX	75071	Pending
Iraida Milian	1245-WC-21-0000703	Public Liability Claim							Pending
James Sutter	1245-WC-22-0000237	Public Liability Claim							Concluded
Jasmine Kemp	1245-AL-19-0500312-003	Public Liability Claim							Pending
JEFF COLLETT	1245-WC-19-0000852	Public Liability Claim							Pending
Jessica Smith	1245-AL-19-0500093-003	Public Liability Claim							Concluded
Joan Wallace	1245-AL-20-0500347-003	Public Liability Claim							Concluded
Johanna Hernandez de Abre	1245-WC-20-0001077	Public Liability Claim							Pending
John Curtis	1245-WC-17-0500351	Public Liability Claim							Concluded
John I Bonvicino	1245-WC-20-0000029	Public Liability Claim							Concluded
Jose L Lorens	1245-AL-16-0500065-003	Public Liability Claim							Concluded
Joseph Blatchford	1245-WC-18-0001300	Public Liability Claim							Concluded
Justin Cole	1245-WC-22-0000337	Public Liability Claim							Concluded
Kayleigh Bodrato	1245-AL-19-0500573-003	Public Liability Claim							Concluded
Kenneth A Newell	1245-WC-21-0001215	Public Liability Claim							Pending
Kenyetta L Taylor	1245-WC-22-0000177	Public Liability Claim							Pending
Kingston Williams	1245-AL-17-0500219-007	Public Liability Claim							Concluded
Kristopher Giangreco	1245-WC-20-0000731	Public Liability Claim							Pending
Leandro Prieto	1245-AL-19-0500637-001	Public Liability Claim							Concluded
Linda M Hacker	1245-AL-21-0300009-002	Public Liability Claim							Concluded
Litza V Suren	1245-WC-21-0000316	Public Liability Claim							Pending
Luis Sanchez	1245-WC-19-0001419	Public Liability Claim							Pending
Mark Carhart	1245-WC-21-0000289	Public Liability Claim							Pending
Mark E Seepersad	1245-WC-21-0001387	Public Liability Claim							Concluded
MARK L ZOCCO	1245-AL-20-0500304-002	Public Liability Claim							Pending
Marvin J Coon	1245-WC-21-0000664	Public Liability Claim							Concluded
Massachusetts Department of Revenue		Sales / Use Tax Audit 12/1/2017 - 3/31/2020	Massachusetts Department of Revenue	PO Box 7003		Boston	MA	02204	Pending
MELISSA BARONE	1245-AL-19-0500529-001	Public Liability Claim							Concluded
Michael G NICOSIA	1245-WC-21-0001141	Public Liability Claim							Pending
Mohamed Ali	1245-AL-22-0301101-001	Public Liability Claim							Pending
Mohamed Ali	1245-AL-22-0301101-002	Public Liability Claim							Pending
Moustafa A Eidakkak	1245-WC-20-0000589	Public Liability Claim							Concluded
Nicholas Liguori	1245-WC-20-0000250	Public Liability Claim							Concluded
Nyler Shields	1245-AL-21-0300006-002	Public Liability Claim							Pending
Olaya Goodman	1245-AL-18-0500061-003	Public Liability Claim							Pending
Paul Leontidis	1245-AL-22-0300351-001	Public Liability Claim							Concluded
PAUL LEONTIDIS	1245-GL-22-0300907-001	Public Liability Claim							Concluded
PEDRO RIVERA	1245-WC-17-0500358	Public Liability Claim							Concluded
Pennsylvania Department of Revenue		Sales / Use Tax Audit 01/01/16 - 12/31/21	Pennsylvania Department of Revenue	11 Parkway Center	Ste 150	Pittsburgh	PA	15220	Pending

In re: IEH Auto Parts LLC

Case No. 23-90057

Attachment 7

Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

Case Title	Case number	Nature of case	Court name	Court address 1	Court address 2	Court City	Court State	Court Zip	Status of case (e.g. Pending, On appeal, Concluded)
Ramon Colon-Rodriguez	1245-WC-21-0001289	Public Liability Claim							Pending
Ramon Rodriguez Colon	1245-WC-18-0000697	Public Liability Claim							Pending
RAYMOND RIVERA	1245-WC-21-0001255	Public Liability Claim							Pending
Ricardo Valois	1245-WC-21-0000381	Public Liability Claim							Pending
Richard R Wojcik	1245-WC-22-0300357	Public Liability Claim							Pending
ROBERT A DAVIS	1245-WC-21-0000693	Public Liability Claim							Concluded
Robert Anzalone	1245-WC-22-0000343	Public Liability Claim							Pending
Robert Bewley	1245-WC-20-0000155	Public Liability Claim							Concluded
Robert Delsonno	1245-WC-19-0000067	Public Liability Claim							Concluded
Robin Johnson	1245-AL-20-0500355-003	Public Liability Claim							Pending
Robin M Hagy	1245-WC-21-0001200	Public Liability Claim							Pending
Rodriguez, Angel v. Icahn Automotive Group LLC, et al.	01-22-0003-1321	Wage and Hour	American Arbitration Association	2200 Century Pkwy NE	Suite 300	Atlanta	GA	30345	Pending
Rodriguez, Erasmo v. Icahn Automotive Group LLC		Wage and Hour	American Arbitration Association	2200 Century Pkwy NE	Suite 300	Atlanta	GA	30345	Pending
Ronald Marsden	1245-WC-22-0300306	Public Liability Claim							Pending
Rosalba Lazo	1245-WC-17-0500305	Public Liability Claim							Concluded
Rosendo Diaz	1245-WC-21-0000698	Public Liability Claim							Concluded
Rosendo Diaz	1245-WC-19-0000303	Public Liability Claim							Pending
Rubyann Lewis	1245-AL-21-0500131-003	Public Liability Claim							Concluded
Russell Kivler	1245-WC-22-0300809	Public Liability Claim							Pending
Ryan Magagnin	1245-WC-21-0000095	Public Liability Claim							Concluded
Sharon F Garland	1245-WC-19-0001687	Public Liability Claim							Concluded
Sharray L Turner	1245-WC-20-0001469	Public Liability Claim							Pending
SHEILA CRUZ	1245-AL-20-0500283-002	Public Liability Claim							Pending
STANLEY HOWELL	1245-GL-21-0300097-001	Public Liability Claim							Concluded
Stephanie H Brody	1245-WC-19-0001609	Public Liability Claim							Concluded
Stephen C Collins	1245-WC-21-0001051	Public Liability Claim							Pending
Susan Shytte	1245-WC-18-0001259	Public Liability Claim							Concluded
Tamayo, Pearl	410-2022-07441	Discrimination and Retaliation	EEOC	131 M Street NE		Washington	DC	20507	Pending
Tammy R Allensworth	1245-WC-20-0001072	Public Liability Claim							Pending
Timothy Leary	1245-WC-20-0000396	Public Liability Claim							Concluded
Tina Wilson	1245-AL-18-0500057-002	Public Liability Claim							Pending
Tola, Vito v. Icahn Enterprises L. P.	10216698	Discrimination	New York State Division of Human Rights	50 Clinton St.	Suite 301	Hempstead	NY	11550	Concluded
Toro, Catherine v. IEH Auto Parts LLC, et al.	01-21-0004-5941	Sexual Harassment and Retaliation	American Arbitration Association	4 Coolidge Street		Larchmont	NY	10538	Pending
Victor J Rodriguez	1245-WC-20-0001249	Public Liability Claim							Pending
Watt, Atal, et al. v. Icahn Automotive Group LLC et al.		Wage and Hour	American Arbitration Association	2200 Century Pkwy NE	Suite 300	Atlanta	GA	30345	Pending
WILLIE L MORRIS	1245-WC-21-0001256	Public Liability Claim							Concluded
Yolanda Alvarez	1245-WC-21-0300270	Public Liability Claim							Pending

In re: IEH Auto Parts LLC
Case No. 23-90057
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.1	3M		P O BOX 371227			PITTSBURGH	PA	15250-7227		Various		Trade Payables	N				\$2,076,189.87
3.2	6 AVE AUTO REPAIR		280 S W 6 AVE			HOMESTEAD	FL	33030		Various		Trade Payables	N				\$1,835.76
3.3	A & G AUTO PARTS - APOLLO		786 STATE ROUTE 56E			APOLLO	PA	15613		Various		Trade Payables	N				\$139.99
3.4	A & G AUTO PARTS - ELDERTON P		11182 RT 422			ELDERTON	PA	15736		Various		Trade Payables	N				\$299.08
3.5	A & G AUTO PARTS/FORD CIT		346 MAIN ST			FORD CITY	PA	16226		Various		Trade Payables	N				\$136.84
3.6	A PLUS AUTO		1855 E TREMONT AVE			BRONX	NY	10460		Various		Trade Payables	N				\$1,274.62
3.7	A PLUS AUTO REPAIR CCC		19 HERSEY ST			SALEM	MA	01970		Various		Trade Payables	N				\$68.57
3.8	A-1 Battery & Electric Inc.		20 Nash Ave			Quincy	MA	02169		Various		Trade Payables	N				\$1,534.93
3.9	AAA MAT CO		1851 WAYNE AVE			DAYTON	OH	45410		Various		Expense Payables	N				\$86.44
3.10	AAMCO 7480		3729 N DUPONT HWY			DOVER	DE	19901		Various		Trade Payables	N				\$384.16
3.11	AAMCO ANDREW J MC PECK		42 MANCHESTER RD			POUGHKEEPSIE	NY	12603		Various		Trade Payables	N				\$22.60
3.12	AAMCO - BILL GLEASON		2917 HANNAH AVE A & B			NORRISTOWN	PA	19401		Various		Trade Payables	N				\$12.64
3.13	AAMCO - PATRICIA E SCHNEI		207 SUNRISE HWY			AMITYVILLE	NY	11701		Various		Trade Payables	N				\$62.59
3.14	AAMCO - RAYMOND SEGALINI		295 WINDSOR HWY			NEW WINDSOR	NY	12553		Various		Trade Payables	N				\$22.24
3.15	AAMCO RICK G BIGHAM		1420 19TH ST			LUBBOCK	TX	79401		Various		Trade Payables	N				\$38.18
3.16	AAMCO THOMPSON P PETTWA		6501 LEE HWY STE 100			CHATTANOOGA	TN	37421		Various		Trade Payables	N				\$58.91
3.17	AAMCO #20454		401 W HIGH ST			POTTSTOWN	PA	19464		Various		Trade Payables	N				\$22.33
3.18	AAMCO 19904		201 S EUCLID AVE			PITTSBURGH	PA	15206		Various		Trade Payables	N				\$373.97
3.19	AAMCO OF METUCHEN		359 AMBOY AVE			METUCHEN	NJ	08840		Various		Trade Payables	N				\$73.87
3.20	AAMCO PORT CHARLOTTE		1182 TAMiami TR UNIT 1			PORT CHARLOTTE	FL	33953		Various		Trade Payables	N				\$118.29
3.21	AAMCO TRANSMISSION		3454 SHERIDAN DR			AMHERST	NY	14226		Various		Trade Payables	N				\$180.50
3.22	AAMCO TRANSMISSION VENICE		299 US 41 BYPASS			VENICE	FL	34285		Various		Trade Payables	N				\$110.39
3.23	AAMCO TRANSMISSIONS		12430 55TH ST N			STILLWATER	MN	55082		Various		Trade Payables	N				\$188.06
3.24	AAMCO TRANSMISSIONS KL AS		470 EON RD			HORSHAM	PA	19044		Various		Trade Payables	N				\$10.44
3.25	ABERDEEN MUFFLER WORKS L		735 W BELAIR AVE			ABERDEEN	MD	21001		Various		Trade Payables	N				\$147.25
3.26	ACADEMY FIRE PROTECTION		SUITE 200 42 BROADWAY			LYNBROOK	NY	11563		Various		Expense Payables	N				\$2,989.35
3.27	ACCEL PERFORMANCE GROUP		PO Box 6625			carol stream	IL	60197-6625		Various		Trade Payables	N				\$140.40
3.28	ACCU STAFFING SERVICES		PO BOX 8346			CHERRY HILL	NJ	08002-0346		Various		Expense Payables	N				\$20,848.12
3.29	ACCUSOURCE INC.		P.O. BOX 849398			LOS ANGELES	CA	90084-9398		Various		Expense Payables	N				\$11,739.69
3.30	ACE TOOL/ETW		PO BOX 536491			ATLANTA	GA	30353-6491		Various		Trade Payables	N			X	\$75,242.00
3.31	ACE UNIFORM SERVICES, INC.		1800 PARKMAN AVE			BALTIMORE	MD	21230		Various		Expense Payables	N				\$761.53
3.32	Ace-Tex		PO BOX 670242			DETROIT	MI	48267		Various		Trade Payables	N				\$9,026.35
3.33	ACTION CHRYSLER JEEP DODGE INC		5395 I 55 NORTH			JACKSON	MS	39206		Various		Trade Payables	N				\$65.32
3.34	ADECCO EMPLOYMENT SERVICES		PO BOX 371084			PITTSBURGH	PA	15250-7084		Various		Expense Payables	N				\$3,058.30
3.35	Adie, Stephen		No address in claim file							6/16/2021		Public Liability		X	X	X	Undetermined
3.36	ADT COMMERCIAL LLC		PO BOX 219044			Kansas City	MO	64121-9044		Various		Expense Payables	N				\$8,891.67
3.37	ADT SECURITY CORPORATION		PO BOX 382109			PITTSBURGH	PA	15251-8109		Various		Expense Payables	N				\$2,144.49
3.38	ADVANCE ALARMS		PO BOX 21228			Tulsa	OK	74121-1228		Various		Expense Payables	N				\$25.00
3.39	ADVANCED AUTO & MARINE		83 MILL STREET CENTRAL			MARLBOROUGH	MA	01752		Various		Trade Payables	N				\$62.36
3.40	ADVANCED AUTO CENTER		577 MIDDLESEX PLAGE ST			LOWELL	MA	01851		Various		Trade Payables	N				\$787.90
3.41	ADVANCED CHEMICAL SYS AND SUPPLIES		136 EXCELSIOR AVE PO BOX 2125			MIDDLETOWN	NY	10940		Various		Expense Payables	N				\$6,093.97
3.42	AFRICAN AMERICAN AUTO		368 JACKSON AVE			BRONX	NY	10454		Various		Trade Payables	N				\$135.32
3.43	AGILITY AUTO PARTS INC		3000 E. Pioneer Parkway, Suite 160			Arlington	TX	76010		Various		Trade Payables	N			X	\$896,699.92
3.44	AGL WELDING SUPPLY CO		PO BOX 1707			CLIFTON	NJ	07015		Various		Expense Payables	N				\$213.80
3.45	AIRCORE DISTRIBUTORS		100 ROSE AVE			HEMPSTEAD	NY	11550		Various		Trade Payables	N				\$79,450.86
3.46	AIRGAS		PO BOX 734672			DALLAS	TX	75373-4672		Various		Expense Payables	N				\$509.74
3.47	AIRGAS USA, LLC		PO BOX 734445			CHICAGO	IL	60673-4445		Various		Trade Payables	N				\$2,632.87
3.48	AIRPORT AUTO PARTS/TINKER		1650-1 Locust Ave			Bohemia	NY	11716		Various		Trade Payables	N				\$961.31
3.49	AKEBONO CORPORATION		P.O. BOX 3236			FARMINGTON	MI	48333		Various		Trade Payables	N				\$114.03
3.50	ALARM ALERT SC, INC.		PO BOX 13004			FLORENCE	SC	29504		Various		Expense Payables	N				\$27.95

In re: IEH Auto Parts LLC
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3.51	ALCO MANUFACTURING COMPANY		P O BOX 13710			NEW IBERIA	LA	70562-3710		Various		Trade Payables	N				\$17,686.65
3.52	ALFONSO, SERGIO E		Address On File							6/27/2022		Public Liability		X	X	X	Undetermined
3.53	Alford, Christopher	c/o Kessler Matura PC	534 Broadhollow Road	Suite 275		Melville	NY	11747				Litigation		X	X	X	Undetermined
3.54	ALGER OIL, INC.		PO BOX 261			CHESTERTOWN	MD	21620		Various		Expense Payables	N				\$5,228.14
3.55	ALI SUNOCO SERVICE		5200 COLUMBIA PIKE			ARLINGTON	VA	22204		Various		Trade Payables	N				\$110.49
3.56	Ali, Mohamed	C/O Law Office of John J. Pisano (John J. Pisano)	123 North Union Ave			Cranford	NJ	07016				Public Liability		X	X	X	Undetermined
3.57	Ali, Mohamed	C/O Law Office of John J. Pisano (John J. Pisano)	123 North Union Ave			Cranford	NJ	07016				Public Liability		X	X	X	Undetermined
3.58	ALLEGIANCE STAFFING		PO BOX 4356 Dept 1903			HOUSTON	TX	77210-4356		Various		Expense Payables	N				\$10,569.70
3.59	Allen, Amir		Address On File							11/1/2021		Public Liability		X	X	X	Undetermined
3.60	Altenworth, Tammy R	C/O O'Neal, Darrell	2129 Winchester Road			Memphis	TN	38116				Public Liability		X	X	X	Undetermined
3.61	Alliance Fire & Safety		PO Box 276			Venice	FL	34284-0276		Various		Expense Payables	N				\$90.79
3.62	ALLIANT ENERGY / WP&L		PO BOX 3062			CEDAR RAPIDS	IA	52406-3062		Various		Expense Payables	N				\$8,658.40
3.63	ALLIANT ENERGY/IPL		P O BOX 3060			CEDAR RAPIDS	IA	52406-3060		Various		Expense Payables	N				\$11,756.90
3.64	ALTERNATIVE CLEANING INC		PO BOX 33232			INDIANAPOLIS	IN	46203		Various		Expense Payables	N				\$5,650.00
3.65	ALVAREZ AUTO REPAIR		10249 DENTON DR			DALLAS	TX	75220		Various		Trade Payables	N				\$418.84
3.66	Alvarez, Yolanda	C/O Shulman & Hill PLLC	One State Street Plaza 15th Floor			New York	NY	10004				Public Liability		X	X	X	Undetermined
3.67	AMAIFIS EASTSIDE AUTO		590 SALT			WEBSTE	NY	14580		Various		Trade Payables	N				\$209.45
3.68	AMALIE OIL COMPANY		P O BOX 99744			CHICAGO	IL	60690-7544		Various		Trade Payables	N				\$91,218.84
3.69	Amazon Capital Services, Inc.		PO BOX 035184			Seattle	WA	98124		Various		Trade Payables	N				\$32,413.43
3.70	AMEREN MISSOURI		PO BOX 88068			CHICAGO	IL	60680-1068		Various		Expense Payables	N		X		\$1,330.26
3.71	AMERICAN AIMERS, INC (WALL)		PO BOX 725			EMPORIA	KS	66801		Various		Trade Payables	N				\$50.59
3.72	AMERICAN ALARM AND		297 BROADWAY			ARLINGTON	MA	02474-5310		Various		Expense Payables	N				\$6,276.27
3.73	AMERICAN AUTO CARE		325 329 WINTHROP AVE			LAWRENCE	MA	01840		Various		Trade Payables	N				\$270.35
3.74	AMERICAN DRIVELINE		327 TROY STREET			DAYTON	OH	45404		Various		Trade Payables	N				\$4,467.79
3.75	AMERICAN ELECTRIC POWER		PO BOX 371496			PITTSBURGH	PA	15250-7496		Various		Expense Payables	N				\$4,157.13
3.76	AMERICAN FIBRETECH		DBA INDUSTRIAL PALLET CORP			CLARKS HILL	IN	47930		Various		Expense Payables	N				\$9,307.36
3.77	AMERICAN GREASE STICK COMPANY		P.O. Box 772043			Detroit	MI	48277-2043		Various		Trade Payables	N				\$114,047.25
3.78	AMERICAN NATURAL SUPPLY LLC		12475 RTE 119 HWY N			ROCHESTER MILLS	PA	15771		Various		Expense Payables	N				\$1,092.71
3.79	AMERICAN TIRE DISTRIBUTORS		12200 HERBERT WAYNE COURT			HUNTERVILLE	NC	28070-1949		Various		Trade Payables	N				\$337,619.27
3.80	AMERIGAS PROPANE LP		PO Box 660288			Dallas	TX	75266-0288		Various		Expense Payables	N				\$337.36
3.81	AMS AUTOMOTIVE INC		PO Box 790379			St. Louis	MO	63179-0379		Various		Trade Payables	N				\$89,036.27
3.82	ANCHOR INDUSTRIES INC		PO BOX 6112			HERMITAGE	PA	16148		Various		Trade Payables	N				\$462,426.01
3.83	ANSELL HEATHCARE PRODUCTS LLC.		DEPT. CH 17373			PALATINE	IL	60055-7373		Various		Trade Payables	N				\$223,557.28
3.84	ANSELL PROTECTIVE PRODUCT		DEPT CH 17373			PALATINE	IL	60055-7373		Various		Trade Payables	N				\$1,593.70
3.85	ANYBILL FINANCIAL SERVICES		PO BOX 34781			BETHESDA	MD	20827-0781		Various		Expense Payables	N				\$3,178.79
3.86	Anzalone, Robert	C/O Borbi Clancy & Patriz LLC	999 Route 73 North Suite 103			Marlton	NJ	08053				Public Liability		X	X	X	Undetermined
3.87	Apex Tool Group, LLC		P O BOX 98703			APEX	IL	60693		Various		Trade Payables	N				\$513.90
3.88	APPALACHIAN POWER		PO BOX 371496			PITTSBURGH	PA	15250-7496		Various		Expense Payables	N				\$4,816.35
3.89	AQSA DBA MEINEKE		606 EAST BRANDON BLVD			BRANDON	FL	33511		Various		Trade Payables	N				\$59.02
3.90	AQUARION WATER COMPANY OF CT		PO BOX 9265			CHELSEA	MA	02150		Various		Expense Payables	N				\$241.86
3.91	ARC REMANUFACTURING, INC.		PO BOX 95000 1414			PHILADELPHIA	PA	19195-1414		Various		Trade Payables	N				\$941.91
3.92	ARDEX LABORATORIES INC		2050 BYBERRY ROAD			PHILADELPHIA	PA	19116		Various		Trade Payables	N				\$1,287.96
3.93	ARGUS TALENT LLC		17399 SOUTH WILCREST DRIVE			HOUSTON	TX	77099		Various		Expense Payables	N				\$3,934.14
3.94	ARLINGTON AUTO CLINIC		5000 WILSON BLVD.			ARLINGTON	VA	22203		Various		Trade Payables	N				\$82.30
3.95	ARMSTRONG		PO BOX 37749			PHILADELPHIA	PA	19101-5049		Various		Expense Payables	N				\$230.98
3.96	AROMA COFFEE SERVICE, INC		2168 ANDREA LANE			FORT MYERS	FL	33912		Various		Expense Payables	N				\$731.73
3.97	ARTESIAN WATER COMPANY		PO BOX 15069			WILMINGTON	DE	19886		Various		Expense Payables	N				\$24.28
3.98	Artman, Brenda C		Address On File							5/10/2021		Workers Comp		X	X	X	Undetermined
3.99	ASHLAND INC.		P O BOX 93263			CHICAGO	IL	60673-3263		Various		Trade Payables	N				\$6.16
3.100	ASSURED ENVIRONMENTS		PO BOX 22221			NEW YORK	NY	10087-2221		Various		Expense Payables	N				\$109.83
3.101	AT AND T		PO BOX 105503			ATLANTA	GA	30348-5503		Various		Expense Payables	N				\$22,657.99
3.102	AT&T		85 ANNEX			ATLANTA	GA	30385-0001		Various		Expense Payables	N				\$11,332.49

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3.103	ATHENS UTILITIES BOARD		PO BOX 689			ATHENS	TN	37371-0689		Various		Expense Payables	N				\$1,991.34
3.104	ATK NORTH AMERICA		1102 W. N. CARRIER PKWY			GRAND PRAIRIE	TX	75050		Various		Trade Payables	N				\$50,498.75
3.105	ATLANTA MOBILE STORAGE INC		294 LOCHWOOD TRAIL			LAWRENCEVILLE	GA	30043		Various		Expense Payables	N				\$318.00
3.106	Atlantic Alarms, Inc		4874 SW 163rd Avenue			Southwest Ranches	FL	33331		Various		Expense Payables	N				\$292.11
3.107	ATMOS ENERGY		PO BOX 740353			CINCINNATI	OH	45274		Various		Expense Payables	N				\$21,443.43
3.108	AUSTELL NATURAL GAS SYSTEM		2838 JOE JERKINS BLVD	PO BOX 685		AUSTELL	GA	30168-0685		Various		Expense Payables	N				\$3,248.98
3.109	AUTEL		36 HARBOR PARK DRIVE			PORT WASHINGTON	NY	11050		Various		Trade Payables	N				\$99,659.89
3.110	AUTHORITY OF THE BOROUGH		PO BOX 6272			HERMITAGE	PA	16148		Various		Expense Payables	N				\$97.42
3.111	AUTHORIZED EQUIPMENT SERVICE		812 POLK			MEMPHIS	TN	38126		Various		Trade Payables	N				\$239.17
3.112	AUTO CREDIT OF PALM BEACH		1023 N FLORIDA MANGO RD			WEST PALM BEACH	FL	33409		Various		Trade Payables	N				\$252.32
3.113	AUTO RX OF TAMPA LLC		2823 OVERPASS RD UNIT 5			TAMPA	FL	33619		Various		Trade Payables	N				\$116.71
3.114	AUTO VALUE OF LANSE		725 EAST BROAD			LANSE	MI	49946		Various		Trade Payables	N				\$2,404.61
3.115	AUTOLINE PRODUCTS LTD		675 GOLSPIE ST			WINNIPEG	MB	R2K 2V2	Canada	Various		Trade Payables	N			X	\$25,475.04
3.116	Autologue Computer Systems		8452 Commonwealth			Buena Park	CA	90621		Various		Expense Payables	N			X	\$56,627.16
3.117	AUTOMASTERS		4821 HWY 58			CHATTANOOGA	TN	37416		Various		Trade Payables	N				\$44.22
3.118	COMMUNICATIONS		13966 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693		Various		Expense Payables	N				\$0.91
3.119	AUTOMOTIVE EXPRESS		3800 S FOUR MILE RUN RD			ARLINGTON	VA	22206		Various		Trade Payables	N				\$58.79
3.120	AUTOMOTIVE SYSTEMS WAREHOUSE		PO BOX 269			WILDWOOD	PA	15091		Various		Trade Payables	N				\$54,992.83
3.121	Y		ALCANTARILLADOS			SAN JUAN	PR	936		Various		Expense Payables	N				\$170.72
3.122	AUVECO PRODUCTS		P O BOX 631376			CINCINNATI	OH	45263-1376		Various		Trade Payables	N				\$19,770.20
3.123	AV LOGISTICS LLC		1845 TOWN CENTER BLVD SUITE 650			FLEMING ISLAND	FL	32003		Various		Expense Payables	N				\$16,684.51
3.124	AWI HOLDINGS INC		440 KIRTLAND SW			GRAND RAPIDS	MI	49507		Various		Trade Payables	N				\$52,451.71
3.125	AXALTA COATINGS SYSTEMS LLC		MAIL CODE 5584 PO BOX 105046			ATLANTA	GA	30348-5046		Various		Trade Payables	N			X	\$2,346,226.00
3.126	B & L AUTO PARTS INC/BIG-A		1292 HAMMOND ST.			BANGOR	ME	04401		Various		Trade Payables	N				\$736.46
3.127	Balatbat, Rolando		Address On File							3/22/2022		Workers Comp		X	X	X	Undetermined
3.128	BALCONES MINERAL CORP.		PO DRAWER B			FLATONIA	TX	78941		Various		Trade Payables	N				\$4,890.00
3.129	BARAKAH AUTO SERVICE & SA		1367 BAILEY AVE			BUFFALO	NY	14206		Various		Trade Payables	N				\$251.87
3.130	BARBERS AUTO SERVICE		4368 KING STREET			ALEXANDRIA	VA	22302		Various		Trade Payables	N				\$81.43
3.131	BARBOSA AUTO REPAIR LLC		87 TUDOR STREET			WATERBURY	CT	06704		Various		Trade Payables	N				\$269.41
3.132	BAR'S PRODUCTS INC.		P O BOX 187			HOLLY	MI	48442		Various		Trade Payables	N				\$1,257.12
3.133	BASF CORPORATION		29492 NETWORK PLACE			CHICAGO	IL	60673-1294		Various		Trade Payables	N			X	\$12,041.76
3.134	Bathus, Kevin		Address On File							8/26/2022		Public Liability		X	X	X	Undetermined
3.135	BATTERY-BIZ		1380 FLYNN RD			CAMARILLO	CA	93012		Various		Trade Payables	N				\$11,287.70
3.136	BAY CITY FORKLIFT, INC		5201 36TH AVENUE SOUTH			TAMPA	FL	33619		Various		Expense Payables	N				\$3,868.52
3.137	BEAYCO PRODUCTS INC		640 SOUTH SANDEN BLVD			WYLLIE	TX	75098		Various		Trade Payables	N				\$5,198.04
3.138	BEACON HEALTH OPTIONS INC		PO BOX 534367			ATLANTA	GA	30353-4367		Various		Expense Payables	N				\$1,785.00
3.139	BECK ARNLEY WORLDPARTS CORP		PO BOX 775901			CHICAGO	IL	60677-5901		Various		Trade Payables	N				\$804.06
3.140	BECK CHEVROLET CO INC		561 CENTRAL PARK AVE			YONKERS	NY	10704		Various		Trade Payables	N				\$2,933.48
3.141	BECK/ARNLEY		PO BOX 775901			CHICAGO	IL	60677-5901		Various		Trade Payables	N				\$120,926.06
3.142	Bell, Evangelina		Address On File							12/19/2022		Public Liability		X	X	X	Undetermined
3.143	Bell, Evangelina C		Address On File							12/19/2022		Public Liability		X	X	X	Undetermined
3.144	BELLI AUTO CARE		464 WOBURN ST BAY 2			TEWKSBURY	MA	01876		Various		Trade Payables	N				\$126.17
3.145	BENDPAK INC		1645 E LEMONWOOD DRIVE			SANTA PAULA	CA	93060-9651		Various		Trade Payables	N				\$75,602.24
3.146	Bennett, Allan		Address On File							10/26/2022		Workers Comp		X	X	X	Undetermined
3.147	BENSON, BRUCE	C/O Cole, Scott	222 Lakeview Avenue Suite 120			West Palm Beach	FL	33401		Various		Public Liability		X	X	X	Undetermined
3.148	BERKEBILE OIL CO. INC.		PO BOX 715			SOMERSET	PA	15501		Various		Trade Payables	N			X	\$199,408.41
3.149	BERKSHIRE GAS COMPANY		PO BOX 847821			BOSTON	MA	02284		Various		Expense Payables	N				\$5,537.77
3.150	Bernabel, Yahmil		Address On File							1/1/2023		Workers Comp		X	X	X	Undetermined
3.151	Berthiaume, Ronald G		Address On File							12/7/2022		Workers Comp		X	X	X	Undetermined
3.152	BEST WAY DISPOSAL		PO BOX 421669			INDIANAPOLIS	IN	46242-1669		Various		Expense Payables	N				\$180.00
3.153	BGE		PO BOX 13070			PHILADELPHIA	PA	19101-3070		Various		Expense Payables	N				\$9,277.55
3.154	BIRBILIS, GEROGIOS		Address On File							4/6/2022		Public Liability		X	X	X	Undetermined
3.155	BLAIRS AUTO CARE INC		21 STEMMERS RUN ROAD			ESSEX	MD	21221		Various		Trade Payables	N				\$135.65

In re: IEH Auto Parts LLC
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Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.156	Blanks, Wayne		Address On File							6/10/2020		Public Liability		X	X	X	Undetermined
3.157	BLASTER CORPORATION		8500 Sweet Valley Drive			Valley View	OH	44125		Various		Trade Payables	N				\$87,997.00
3.158	BLUEWAVE TECHNOLOGY GROUP LLC		1719 STATE ROUTE 10, EAST			PARSIPPANY	NJ	07054-4507		Various		Expense Payables	N				\$14,647.50
3.159	Blumenthal Brands Integrated		600 Radiator Road			Indian Trail	NC	28709		Various		Trade Payables	N				\$30,812.70
3.160	BMF AUTO AND TRUCK REPAIR		10 VENTURE WAY			SYKESVILLE	MD	21784		Various		Trade Payables	N				\$237.38
3.161	BORGWARNER POWERDRIVE SYSTEMS		PO Box 531839			ATLANTA	GA	30353-1839		Various		Trade Payables	N				\$390.45
3.162	BOROUGH OF ELLWOOD CITY		525 LAWRENCE AVE			ELLWOOD CITY	PA	16117-8528		Various		Expense Payables	N				\$2,950.36
3.163	BOSCH AUTOMOTIVE SRVC SOLUTIONS LLC		P.O. BOX 71479			CHICAGO	IL	60694-1479		Various		Trade Payables	N				\$5,093.46
3.164	BOWMAN TRAILER LEASING		PO BOX 433			WILLIAMSPORT	MD	21795		Various		Expense Payables	N				\$363.80
3.165	Bozarth, Daniel R	C/O Keough, Michael	7239 Little Road			New Port Richey	FL	34654				Public Liability		X	X	X	Undetermined
3.166	BP LUBRICANTS USA INC		P O BOX 409383			ATLANTA	GA	30384-9383		Various		Trade Payables	N				\$86,548.79
3.167	BRAKE PARTS INC		26442 NETWORK PLACE			CHICAGO	IL	60673-1264		Various		Trade Payables	N			X	\$2,072,722.05
3.168	Brian Joo		2728 Martin Way			Olympia	WA	98506		Various		Expense Payables	N				\$0.79
3.169	BRISTOL-BURLINGTON CO.AUTO PAR		610 BRISTOL PIKE			BRISTOL	PA	19007		Various		Trade Payables	N				\$432.09
3.170	Broca, Sachleen K		Address On File							8/31/2021		Workers Comp		X	X	X	Undetermined
3.171	BROOKVILLE MUNICIPAL AUTHORITY		18 WESTERN AVE STE A			BROOKVILLE	PA	15825		Various		Expense Payables	N				\$87.41
3.172	Broso, Derrick		Address On File							1/2/2023		Workers Comp		X	X	X	Undetermined
3.173	BROTHER'S AUTO REPAIR		11900 LIVINGSTON RD SUITE			MANASSAS	VA	20110		Various		Trade Payables	N				\$685.84
3.174	BROWN & SONS CO INC		1720 DAVISON ROAD			FLINT	MI	48506		Various		Trade Payables	N				\$127.41
3.175	BROWN EXTERMINATING CO. INC.		PO BOX 608			BLUE RIDGE	VA	24064		Various		Expense Payables	N				\$125.00
3.176	BROWN RUDNICK LLP		P.O. BOX 52257			BOSTON	MA	02205		Various		Expense Payables	N				\$62,884.74
3.177	Brown, Clara		Address On File							6/1/2020		Public Liability		X	X	X	Undetermined
3.178	BUBBA'S A/C & AUTO REPAIR		11805 FM 1764			SANTAFE	TX	77510		Various		Trade Payables	N				\$227.88
3.179	BUCCOLAS SERVICE STATION		201 W MAIN ST			FALCONER	NY	14733		Various		Trade Payables	N				\$661.85
3.180	Budde, Thomas		Address On File							11/20/2018		Workers Comp		X	X	X	Undetermined
3.181	Budhram, Ghanshyam		Address On File							9/9/2022		Workers Comp		X	X	X	Undetermined
3.182	BUELL FUELS LLC		2676 STATE ROUTE 12B			DEANSBORO	NY	13328		Various		Expense Payables	N				\$1,636.21
3.183	BUILDINGSTARS OPERATIONS, INC.		PO BOX 419161			ST LOUIS	MO	63141		Various		Expense Payables	N				\$1,531.74
3.184	BURLINGTON COUNTY AUTO PARTS		688 HIGH STREET			BURLINGTON	NJ	08016		Various		Trade Payables	N				\$635.63
3.185	BUTLERS AUTOMOTIVE BUYERS PRODUCTS COMPANY		757 US HIGHWAY 41 BYP S			VENICE	FL	34285		Various		Trade Payables	N				\$1,629.84
3.186	CABLEVISION SYSTEMS CORPORATION		PO BOX 74237			CLEVELAND	OH	44194		Various		Trade Payables	N				\$6,539.02
3.187	CADENA B AUTO REPAIR LLC		P.O. BOX 9256			CHELSEA	MA	02150-9256		Various		Expense Payables	N				\$285.00
3.188			1974 SHERWOOD STREET			CLEARWATER	FL	33765		Various		Trade Payables	N				\$66.44
3.189	CALDWELL WATER & SEWER		215 WEST ST			CALDWELL	OH	43724		Various		Expense Payables	N				\$41.04
3.190	CALHOUN UTILITIES		700 W LINE ST			CALHOUN	GA	30701		Various		Expense Payables	N				\$510.93
3.191	Calumet Branded Products, LLC.		P.O. BOX 842496			DALLAS	TX	75284-2496		Various		Trade Payables	N				\$5,056.98
3.192	Calvo, Louis Paul	c/o Kessler Matura PC	534 Broadhollow Road	Suite 275		Melville	NY	11747				Litigation		X	X	X	Undetermined
3.193	CAMILO C RODRIGUEZ INC		13981 SW 8TH TERRACE			MIAMI	FL	33184		Various		Trade Payables	N				\$513.63
3.194	CANO USED TIRES		640 SO BRIDGE ST			HOLYOKE	MA	01040		Various		Trade Payables	N				\$846.66
3.195	CAPE COD EXPRESS INC		1 EXPRESS DRIVE			WAREHAM	MA	02571		Various		Expense Payables	N				\$302.50
3.196	CAR CENTRIC		2120 34TH WAY N STE B			LARGO	FL	33771		Various		Trade Payables	N				\$254.42
3.197	CAR FOR US CORPORATION		395 E 10TH AVENUE			HIALEAH	FL	33010		Various		Trade Payables	N				\$729.91
3.198	CARDONE INC		5501 WHITAKER AVENUE			PHILADELPHIA	PA	19124-1799		Various		Trade Payables	N				\$282,040.20
3.199	CARFI, MICHAEL F		Address On File							12/23/2021		Workers Comp		X	X	X	Undetermined
3.200	Carhart, Mark	C/O Sciortino, Segar	400 Meridian Centre Suite 320			Rochester	NY	14618				Public Liability		X	X	X	Undetermined
3.201	CARMEL UTILITIES		PO BOX 109			CARMEL	IN	46082-0109		Various		Expense Payables	N				\$119.50
3.202	CAROLINA FOOD SERVICES CORP		PO BOX 680111			CHARLOTTE	NC	28216		Various		Expense Payables	N				\$632.56
3.203	Carolyn, Johnson		No address in claim file							1/31/2023		Public Liability		X	X	X	Undetermined
3.204	CARRION, DELMARIS	C/O Bolden & Bonfiglio, LLC	40 Lowell St Suite 24			Peabody	MA	01960				Public Liability		X	X	X	Undetermined
3.205	CARROLL'S GARAGE		3015 BATTLEFIELD PKWY NE			RESACA	GA	30735		Various		Trade Payables	N				\$46.09
3.206	Carstens, Esther		Address On File							8/22/2022		Workers Comp		X	X	X	Undetermined

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3.207	CARTER BROS. INC.		188A PASCOAG MAIN ST.			PASCOAG	RI	02859		Various		Expense Payables	N				\$6,009.03
3.208	CARTERS AMOCO		4625 COLUMBIA PIKE			ARLINGTON	VA	22204		Various		Trade Payables	N				\$303.39
3.209	CASCADE NATURAL GAS		PO BOX 5600			BISMARCK	ND	58506-5600		Various		Expense Payables	N				\$936.47
3.210	CASTAIR INC		8894 47TH ST. NE			SPICER	MN	56288		Various		Trade Payables	N				\$127.60
3.211	Catherine Toro	c/o Schwartz Perry & Heller LLP	3 Park Ave	Suite 2700		New York	NY	10016				Litigation		X	X	X	Undetermined
3.212	CATLETT SERVICE CENTER		9227 ELK RUN ROAD			CATLETT	VA	20119		Various		Trade Payables	N				\$403.18
			19572 Sandcastle Dr.														
3.213	CCR LLC					Spicewood	TX	78669		Various		Trade Payables	N				\$72.19
3.214	CCT		10 IRON HORSE DR			BEDFORD	NH	03110		Various		Trade Payables	N				\$644.91
	CECIL COUNTY FINANCE OFFICE		200 CHESAPEAKE BLVD STE 1100			ELKTON	MD	21921		Various		Expense Payables	N				\$221.95
3.216	CDAR ELECTRONICS		6500 W CORTLAND ST			CHICAGO	IL	60707		Various		Trade Payables	N				\$51.55
3.217	CELLCO PARTNERSHIP		PO BOX 16810			NEWARK	NJ	07101-6810		Various		Expense Payables	N				\$9,438.74
3.218	CEMB USA		2873 RAMSEY ROAD			GAINESVILLE	GA	30501		Various		Trade Payables	N				\$902.88
3.219	CENTERPOINT ENERGY		PO BOX 4981			HOUSTON	TX	77210-4981		Various		Expense Payables	N				\$9,737.22
3.220	CENTRAL HUDSON GAS & ELECTRIC		284 SOUTH AVENUE			POUGHKEEPSIE	NY	12601-4839		Various		Expense Payables	N				\$3,785.50
3.221	CENTRIC PARTS INDUSTRY		21046 S. Figueroa St			Carson	CA	90745		Various		Trade Payables	N				\$1,868.29
	CENTURY CONVEYOR SERVICE, INC.		4301 S CLINTON AVE			SOUTH PLAINFIELD	NJ	07080		Various		Expense Payables	N				\$695.73
3.223	CENTURY DRILL & TOOL CO. INC.		PO BOX 5216			DE PERE	WI	54115-5216		Various		Trade Payables	N				\$16,380.93
3.224	CHALLENGER LIFTS, INC.		28872 Network Place			Chicago	IL	60673-1288		Various		Trade Payables	N				\$60,483.21
3.225	CHAMPION BRANDS LLC		1001 GOLDEN DRIVE PO BOX 645			CLINTON	MO	64735-0645		Various		Trade Payables	N				\$606.83
	CHAMPION LABORATORIES, INC.		PO BOX 500757			ST LOUIS	MO	63150-0757		Various		Trade Payables	N				\$10,091.95
3.227	CHANDRASEKHAR KANCHIA		500 SW GRADY WAY, SUITE J			RENTON	WA	98057		Various		Expense Payables	N				\$0.51
3.228	Chante M. Coleman	c/o NYS Division of Human Rights	One Fordham Plaza, Fourth Floor			Bronx	NY	10458				Litigation		X	X	X	Undetermined
3.229	CHATTANOOGA GAS		PO BOX 5408			CAROL STREAM	IL	60197-5408		Various		Expense Payables	N				\$675.51
3.230	CHAVES HEATING & AIR		15 BONAZZOLI AVE			HUDSON	MA	01749		Various		Expense Payables	N				\$1,145.14
3.231	CHEMICAL DYNAMICS		PO BOX 13350			RUSTON	LA	71273		Various		Trade Payables	N			X	\$8,788.16
3.232	CHEMSPEC USA, LLC		9287 SMUCKERS ROAD			ORRVILLE	OH	44667		Various		Trade Payables	N				\$37,041.70
	CHERRY VALLEY TRACTOR SALES		35 ROUTE 70 WEST			MARLTON	NJ	08053-3099		Various		Trade Payables	N				\$128.89
3.234	CHERRY'S AUTO SALES		495 ADAMS ST			ROCHESTER	PA	15074		Various		Trade Payables	N				\$157.03
3.235	CHESAPEAKE UTILITIES		PO BOX 826531			PHILADELPHIA	PA	19182		Various		Expense Payables	N				\$966.94
3.236	CHESTERTOWN UTILITIES		118 N CROSS STREET			CHESTERTOWN	MD	21620		Various		Expense Payables	N				\$155.00
3.237	Chevrolet of Jersey City		905 COMMUNIPAW AVE			JERSEY CITY	NJ	07304		Various		Trade Payables	N				\$17,145.65
	CHEVRON PRODUCTS COMPANY		P O BOX 100679			PASADENA	CA	91189-0679		Various		Trade Payables	N				\$43,216.83
3.239	CHRIS AUTO REPAIR		46 GROVE STREET			SPRING VALLEY	NY	10977		Various		Trade Payables	N				\$249.90
3.240	CHRISTIAN BROTHERS FL003		10010 MCMULLEN RD			RIVERVIEW	FL	33569		Various		Trade Payables	N				\$178.19
3.241	CHRISTIAN BROTHERS FL006		1080 W PRICE BLVD			NORTH PORT	FL	34288		Various		Trade Payables	N				\$15.04
3.242	CHRISTIAN BROTHERS FL010		811 E LUMSDEN RD			BRANDON	FL	33511		Various		Trade Payables	N				\$33.65
3.243	CHRISTIAN BROTHERS GA007		2547 LOGANVILLE HWY			GRAYSON	GA	30017		Various		Trade Payables	N				\$100.41
3.244	CHRISTIAN BROTHERS GA012		5650 PEACHTREE INDUSTRIAL			NORCROSS	GA	30071		Various		Trade Payables	N				\$33.55
3.245	CHRISTIAN BROTHERS GA059		1930 EAGLE DR			WOODSTOCK	GA	30189		Various		Trade Payables	N				\$16.12
3.246	CHRISTIAN BROTHERS IN006		4985 W Smith Valley Rd			Greenwood	IN	46142		Various		Trade Payables	N				\$14.93
3.247	CHRISTIAN BROTHERS MS001		1676 GOODMAN ROAD EAST			SOUTHAVEN	MS	38671		Various		Trade Payables	N				\$43.92
3.248	CHRISTIAN BROTHERS OK003		9808 E 81ST SOUTH			TULSA	OK	74133		Various		Trade Payables	N				\$18.25
3.249	CHRISTIAN BROTHERS TN004		6677 HWY 70			BARTLETT	TN	38134		Various		Trade Payables	N				\$25.44
3.250	CHRISTIAN BROTHERS TX014		5800 AVE K			PLANO	TX	75074		Various		Trade Payables	N				\$35.25
3.251	CHRISTIAN BROTHERS TX018		130 N HWY 67			CEDAR HILL	TX	75104		Various		Trade Payables	N				\$249.42
3.252	CHRISTIAN BROTHERS TX023		1553 S FRIENDSWOOD DR			FRIENDSWOOD	TX	77546		Various		Trade Payables	N				\$24.86
3.253	CHRISTIAN BROTHERS TX026		2804 NE Green Oaks Blvd			Grand Prairie	TX	75050		Various		Trade Payables	N				\$25.06
3.254	CHRISTIAN BROTHERS TX057		7333 OAKMONT BLVD			FORT WORTH	TX	76132		Various		Trade Payables	N				\$17.81
3.255	CHRISTIAN BROTHERS TX059		1515 W FM 646			League City	TX	77539		Various		Trade Payables	N				\$51.13
3.256	CHRISTIAN BROTHERS TX064		6207 82ND			LUBBOCK	TX	79424		Various		Trade Payables	N				\$24.80
	CHURCH'S AUTO OF DREXEL HILL		3400 MILL LANE			DREXEL HILL	PA	19026		Various		Trade Payables	N				\$1,607.75

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3.258	CHURCH'S AUTO PARTS OF SPRINGFIELD		1035 E WOODLAND AVE			SPRINGFIELD	PA	19064		Various		Trade Payables	N				\$1,454.19
3.259	CHURCH'S SPEED & AUTO PARTS		515 E CHESTER PIKE			RIDLEY PARK	PA	19078		Various		Trade Payables	N				\$2,076.54
3.260	CINTAS CORP		PO BOX 1207			CULPEPER	VA	22701		Various		Expense Payables	N				\$277.25
3.261	CINTAS CORPORATION		6800 CINTAS BLVD			MASON	OH	45040		Various		Expense Payables	N				\$6,357.74
3.262	CIT Group/Commercial Serv Inc		PO Box 1036			Charlotte	NC	28201-1036		Various		Trade Payables	N				\$259,108.42
3.263	CITGO PETROLEUM CORPORATION		Department #41259, PO Box 650823			DALLAS	TX	75265		Various		Trade Payables	N				\$7,485.17
3.264	CITICOURIERS INTERNATIONAL INC		P.O. BOX 130377			HOUSTON	TX	77219		Various		Expense Payables	N				\$4,095.00
3.265	CITY OF ABERDEEN		60 N PARKE ST			ABERDEEN	MD	21001		Various		Expense Payables	N				\$107.64
3.266	CITY OF BINGHAMTON		38 HAWLEY STREET			BINGHAMTON	NY	13901		Various		Expense Payables	N				\$176.20
3.267	CITY OF BLAINE		C/O 21ST CENTURY BANK			BLAINE	MN	55434		Various		Expense Payables	N				\$189.77
3.268	CITY OF BLOOMINGTON		1800 W OLD SHAKOPEE RD			BLOOMINGTON	MN	55431-3080		Various		Expense Payables	N				\$152.10
3.269	CITY OF BRANDON		PO BOX 1539			BRANDON	MS	39043-1539		Various		Expense Payables	N				\$180.55
3.270	CITY OF BREVARD		95 W MAIN STREET			BREVARD	NC	28712		Various		Expense Payables	N				\$427.50
3.271	CITY OF CAPE CORAL		PO BOX 31526			TAMPA	FL	33631-3526		Various		Expense Payables	N				\$214.10
3.272	CITY OF CHARLOTTE		441 BEAUMONT AVENUE			CHARLOTTE	NC	28204		Various		Expense Payables	N				\$1,835.49
3.273	CITY OF CLEARWATER		PO BOX 30020			TAMPA	FL	33630-3020		Various		Expense Payables	N				\$1,762.57
3.274	CITY OF CLEVELAND		PO BOX 94540			CLEVELAND	OH	44101-4540		Various		Expense Payables	N				\$234.03
3.275	CITY OF CONWAY UTILITY		1000 2ND AVENUE PO BOX 1507			CONWAY	SC	29528-1507		Various		Expense Payables	N				\$168.76
3.276	CITY OF DALLAS		1500 MARILLA STREET , ROOM 2DS			DALLAS	TX	75201		Various		Expense Payables	N				\$185.08
3.277	CITY OF ELYRIA		PO BOX 94594			CLEVELAND	OH	44101-4594		Various		Expense Payables	N				\$64.29
3.278	CITY OF FLORENCE		PO BOX 63010			CHARLOTTE	NC	28263-3010		Various		Expense Payables	N				\$73.24
3.279	CITY OF FORT WORTH		PO Box 17026			Fort Worth	TX	76102-0026		Various		Expense Payables	N		X		\$565.75
3.280	CITY OF GALVESTON		PO BOX 779			GALVESTON	TX	77553		Various		Expense Payables	N				\$75.84
3.281	CITY OF HAGERSTOWN		PO BOX 4608			LANCASTER	PA	17604		Various		Expense Payables	N				\$646.21
3.282	CITY OF HAVERHILL		PO BOX 969			HAVERHILL	MA	01831-1099		Various		Expense Payables	N				\$98.55
3.283	CITY OF HIALEAH		501 Palm Avenue			Hialeah	FL	33010		Various		Expense Payables	N				\$557.19
3.284	CITY OF HILLSBORO UTILITY BILLING		PO BOX 3838			PORTLAND	OR	97208-3838		Various		Expense Payables	N				\$408.94
3.285	CITY OF HOMESTEAD		PO BOX 900430			HOMESTEAD	FL	33090		Various		Expense Payables	N				\$1,644.80
3.286	CITY OF HORNELL		PO BOX 627			HORNELL	NY	14843-0627		Various		Expense Payables	N				\$117.36
3.287	CITY OF IRVING UTILITY BILLING		PO BOX 840898			DALLAS	TX	75284		Various		Expense Payables	N				\$210.90
3.288	CITY OF JAMESTOWN		P O BOX 700			JAMESTOWN	NY	14702-0700		Various		Expense Payables	N				\$697.03
3.289	CITY OF LAWRENCEVILLE		PO BOX 2200			LAWRENCEVILLE	GA	30046		Various		Expense Payables	N				\$1,108.00
3.290	CITY OF LOWELL		PO BOX 969			LOWELL	MA	01853-0969		Various		Expense Payables	N				\$208.70
3.291	CITY OF MANASSAS UTILITIES		PO BOX 192			MANASSAS	VA	20108-0192		Various		Expense Payables	N				\$540.57
3.292	CITY OF MARIETTA		PO BOX 774			MARIETTA	OH	45750		Various		Expense Payables	N				\$1,021.15
3.293	CITY OF MESQUITE		PO BOX 850287			MESQUITE	TX	75185-0287		Various		Expense Payables	N				\$1,589.54
3.294	CITY OF MOUNT VERNON		910 CLEVELAND AVE			MOUNT VERNON	WA	98273-4212		Various		Expense Payables	N				\$169.15
3.295	CITY OF NORCROSS		65 LAWRENCEVILLE ST			NORCROSS	GA	30071		Various		Expense Payables	N				\$119.84
3.296	CITY OF NORTHAMPTON		PO BOX 4121			WOBURN	MA	01888-4110		Various		Expense Payables	N				\$389.11
3.297	CITY OF OAK HARBOR WA		865 SE BARRINGTON DRIVE			OAK HARBOR	WA	98277		Various		Expense Payables	N				\$806.28
3.298	CITY OF OLEAN		PO BOX 668			OLEAN	NY	14760		Various		Expense Payables	N				\$52.88
3.299	CITY OF PEARLAND WATER DEPARTMENT		PO BOX 206022			DALLAS	TX	75320-6022		Various		Expense Payables	N				\$90.81
3.300	CITY OF PHILADELPHIA		PO BOX 41496			PHILADELPHIA	PA	19101-1496		Various		Expense Payables	N				\$420.33
3.301	CITY OF PUYALLUP		PO BOX 35160			SEATTLE	WA	98124-5160		Various		Expense Payables	N				\$164.67
3.302	CITY OF RICHMOND		DEPARTMENT OF PUBLIC UTILITIES			CHARLOTTE	NC	28272		Various		Expense Payables	N				\$467.19
3.303	CITY OF SAND SPRINGS		PO BOX 268801			OKLAHOMA CITY	OK	73126-8801		Various		Expense Payables	N				\$62.44
3.304	CITY OF ST LOUIS PARK		PO BOX 16801			ST LOUIS PARK	MN	55416		Various		Expense Payables	N				\$139.72
3.305	City of St Petersburg		PO BOX 33034			ST PETERSBURG	FL	33733		Various		Expense Payables	N				\$31.04
3.306	CITY OF TEXAS CITY		PO BOX 3837			TEXAS CITY	TX	77592-3837		Various		Expense Payables	N				\$32.32
3.307	CITY OF TULSA UTILITIES		175 East 2nd Street	Suite 1405		TULSA	OK	74103		Various		Expense Payables	N				\$384.80
3.308	CITY OF VERNON		1725 WILBARGER			VERNON	TX	76384-4741		Various		Expense Payables	N				\$605.21
3.309	CITY OF WEBSTER		101 PENNSYLVANIA STREET			WEBSTER	TX	77598-5226		Various		Expense Payables	N				\$103.85
3.310	CITY OF WINDER		PO BOX 568			WINDER	GA	30680		Various		Expense Payables	N				\$358.53
3.311	CITY OF WINTER HAVEN		PO BOX 2277			WINTER HAVEN	FL	33883-2277		Various		Expense Payables	N				\$513.70
3.312	CITY OF WORCESTER		PO BOX 15588			WORCESTER	MA	01615		Various		Expense Payables	N				\$160.42
3.313	CITY SERVICES		PO BOX 1798			MEMPHIS	TN	38101-9715		Various		Expense Payables	N				\$549.14
3.314	CITY TREASURER, ROCHESTER NY		PO BOX 5508, DEPT 90134			BINGHAMTON	NY	13902-5508		Various		Expense Payables	N				\$262.05

In re: IEH Auto Parts LLC
Case No. 23-90057
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Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.315	CIVIC AUTO SALES AND		7424 SERVICE RT 16			FRANKLINVILLE	NY	14737		Various		Trade Payables	N				\$232.93
3.316	Clarios, LLC		4246 SOLUTIONS CENTER			CHICAGO	IL	60677-4002		Various		Trade Payables	N				\$120.47
3.317	CLARK AUTO REPAIR SHOP		2401 HALLS FERRY RD			VICKSBURG	MS	39180		Various		Trade Payables	N				\$96.32
3.318	CLARK PUBLIC UTILITIES		PO BOX 8989			VANCOUVER	WA	98668		Various		Expense Payables	N				\$0.88
3.319	Clark, Donald F		Address On File							9/22/2021		Workers Comp		X	X	X	Undetermined
3.320	CLASSIC AUTO GROUP		7150 HART STREET			MENTOR	OH	44060		Various		Trade Payables	N				\$226.32
3.321	CLEARFIELD MUNICIPAL AUTHORITY		107 E MARKET ST			CLEARFIELD	PA	16830		Various		Expense Payables	N				\$123.58
3.322	CLEVELAND UTILITIES		PO BOX 2730			CLEVELAND	TN	37320-2730		Various		Expense Payables	N				\$85.52
3.323	CLORE AUTOMOTIVE LLC		P O BOX 873086			KANSAS CITY	MO	64187-3086		Various		Trade Payables	N				\$32,728.61
3.324	COALE'S AUTOMOTIVE SERVICE		8224 VETERANS HIGHWAY			MILLERSVILLE	MD	21108		Various		Trade Payables	N				\$326.93
3.325	COBB COUNTY WATER SYSTEM		PO BOX 580440			CHARLOTTE	NC	28258-0440		Various		Expense Payables	N				\$454.47
3.326	CODE 3		PO BOX 957237			ST LOUIS	MO	63195-7237		Various		Trade Payables	N				\$130.91
3.327	COLATO AUTO REPAIR		12 WEST OBERLIN ST			WO	MA	01610		Various		Trade Payables	N				\$230.99
3.328	Collazo, Rafael		Address On File							8/24/2022		Public Liability		X	X	X	Undetermined
3.329	COLLETT, JEFF	C/O Thompson, Seth	1227 E Fortification St			Jackson	MS	39202				Public Liability		X	X	X	Undetermined
3.330	Collins, Stephen C	C/O Patterson, R A	201 North Franklin Street 7th Floor			Tampa	FL	33602				Public Liability		X	X	X	Undetermined
3.331	Colon-Rodriguez, Ramon	C/O Jay W Nash, Esq, LLC	1107 Convery Blvd			Perth Amboy	NJ	08861				Public Liability		X	X	X	Undetermined
3.332	COLUMBIA GAS		PO BOX 4629			CAROL STREAM	IL	60197		Various		Expense Payables	N				\$10,204.77
3.333	COLUMBIA GAS OF MARYLAND		PO BOX 70322			PHILADELPHIA	PA	19176		Various		Expense Payables	N				\$1,761.21
3.334	COLUMBIA GAS OF MASSACHUSETTS		PO BOX 55215			BOSTON	MA	02205-5215		Various		Expense Payables	N				\$10,587.21
3.335	COLUMBIA GAS OF OHIO		PO BOX 4629			CAROL STREAM	IL	60197		Various		Expense Payables	N				\$1,111.26
3.336	COLUMBIA GAS OF PENNSYLVANIA		PO BOX 70285			PHILADELPHIA	PA	19176		Various		Expense Payables	N				\$1,711.75
3.337	Comcast		PO BOX 1577			NEWARK	NJ	07101-1577		Various		Expense Payables	N				\$566.71
3.338	COMCAST CORPORATION		One Comcast Center, 32nd-FL			Philadelphia	PA	19103		Various		Expense Payables	N				\$372.88
3.339	COMDOC, INC.		PO BOX 932159			CLEVELAND	OH	44193		Various		Expense Payables	N				\$11,355.36
3.340	COMPUTER DESIGN & INTEGRATION LLC		696 US HIGHWAY 46			TETERBORO	NJ	07608		Various		Expense Payables	N				\$41,000.00
3.341	CONEDISON		PO BOX 1702			NEW YORK	NY	10116		Various		Expense Payables	N				\$4,339.43
3.342	CONNEAUT LAKE JOINT MUNICIPAL		PO BOX 277			CONNEAUT LAKE	PA	16316		Various		Expense Payables	N				\$110.00
3.343	CONNECTICUT NATURAL GAS CORP.		PO BOX 847820			BOSTON	MA	02284-7820		Various		Expense Payables	N				\$1,605.78
3.344	CONSTELLATION ENERGY SERVICES		PO BOX 4640			CAROL STREAM	IL	60197-4640		Various		Expense Payables	N				\$111,184.43
3.345	Conslyman, Bryce		Address On File							1/18/2023		Public Liability		X	X	X	Undetermined
3.346	CONTINENTAL BATTERY SYSTEMS		8585 NORTH STEMMONS FREEWAY FLOOR			DALLAS	TX	75247		Various		Trade Payables	N			X	\$2,862,479.71
3.347	ContiTech USA Inc.		PO BOX 74007570			CHICAGO	IL	60674-7570		Various		Trade Payables	N				\$20.59
3.348	COOKS PEST CONTROL		PO BOX 341898			MEMPHIS	TN	38184		Various		Expense Payables	N				\$175.00
3.349	COOPER BUSSMANN, LLC		28363 Network Place			Chicago	IL	60673-1283		Various		Trade Payables	N				\$64,632.27
3.350	Corgeas, Maxon		Address On File							4/8/2022		Public Liability		X	X	X	Undetermined
3.351	Corona, Elsa		Address On File							10/7/2022		Workers Comp		X	X	X	Undetermined
3.352	CORVEL CORPORATION, INC		P.O. BOX 713824			PHILADELPHIA	PA	19171-3824		Various		Expense Payables	N				\$56,299.99
3.353	COUNTRY PROPANE, INC		439 US ROUTE 11 PO BOX 408			CENTRAL SQUARE	NY	13036		Various		Expense Payables	N				\$26.11
3.354	COUNTRY TOWN AUTO SERVICE		68 FRANCIS STREET			KIRKWOOD	NY	13795		Various		Trade Payables	N				\$301.02
3.355	COUNTY OF STAFFORD		PO BOX 1195			STAFFORD	VA	22555-1195		Various		Expense Payables	N				\$1,818.90
3.356	CRANBERRY TOWNSHIP		PO BOX 378			SENECA	PA	16346		Various		Expense Payables	N				\$113.00
3.357	Crawford, Felicia	C/O Wilk Law (Tyler Wilk)	1650 Market Street	Suite 3600		Philadelphia	PA	19103				Public Liability		X	X	X	Undetermined
3.358	CRC INDUSTRIES, INC.		LBX 6150 PO BOX 8500			PHILADELPHIA	PA	19178-6150		Various		Trade Payables	N				\$36,792.70
3.359	CROFTON SUNOCO		2201 DEFENSE HWY			CROFTON	MD	21114		Various		Trade Payables	N				\$51.25
3.360	CROSSCOM NATIONAL INC		LOCKBOX #235127			CHICAGO	IL	60689-5127		Various		Expense Payables	N				\$4,431.09
3.361	Crouch, Sheila		Address On File							4/29/2021		Public Liability		X	X	X	Undetermined
3.362	CROWN EQUIPMENT CORPORATION		PO BOX 641173			CINCINNATI	OH	45264-1173		Various		Expense Payables	N				\$144,584.49
3.363	CROWN LIFT TRUCK		C/O CROWN EQUIPMENT CORP			CINCINNATI	OH	45264-1173		Various		Expense Payables	N				\$1,402.89
3.364	CRP INDUSTRIES INC		PO BOX 70174			NEWARK	NJ	07101		Various		Trade Payables	N				\$10,950.12
3.365	CRS Automotive Parts Inc.		9440 158TH STREET			JAMAICA	NY	11433		Various		Trade Payables	N			X	\$1,238,329.88
3.366	CRUISER ACCESSORIES		PO BOX 2590			MONUMENT	CO	80132		Various		Trade Payables	N				\$1,456.13

In re: IEH Auto Parts LLC
Case No. 23-90057
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Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.367	CRUZ, SHEILA	C/O Resmini Law LLC (Wayen Resmini)	1022 Reservoir Avenue			Cranston	RI	02910				Public Liability		X	X	X	Undetermined
3.368	CSC CORPORATE DOMAINS, INC		251 LITTLE FALLS DRIVE			WILMINGTON	DE	19808		Various		Expense Payables	N				\$31.65
3.369	Culligan of Fort Myers		PO BOX 62208			FORT MYERS	FL	33906		Various		Expense Payables	N				\$93.72
3.370	CULLIGAN OF TULSA		PO BOX 9697			TULSA	OK	74157-0697		Various		Expense Payables	N				\$11.77
3.371	CUMBERLAND PRODUCTS		PO BOX 2303			ELIZABETHTOWN	KY	42702		Various		Trade Payables	N				\$12.54
3.372	CURT MANUFACTURING INC.		BIN 88006			MILWAUKEE	WI	53288-0006		Various		Trade Payables	N				\$886,140.94
3.373	DACO PARTS CORP.		PO BOX 700886			SAN ANTONIO	TX	78270		Various		Trade Payables	N				\$799.74
3.374	DAMASCO RIVERA		5214 AVE K			GALVESTON	TX	77551		Various		Trade Payables	N				\$442.87
3.375	DAN-AM COMPANY		P O BOX 46			SPRING VALLEY	MN	55975-0046		Various		Trade Payables	N				\$4,596.89
3.376	DANIELS OIL COMPANY INC		P O BOX 32 8 HIGH STREET			PORTLAND	CT	06480-0032		Various		Expense Payables	N				\$1,197.08
3.377	DATA GROUP LTD		9195 TORBRAM ROAD			BRAMPTON	ON	L6S 6H2	Canada	Various		Expense Payables	N				\$30,934.58
3.378	DAVACO INC		DEPT 8055 P.O. BOX 650002			DALLAS	TX	75265		Various		Expense Payables	N				\$4,985.00
3.379	DAVID ANGEL/TENA ANG		Address On File							Various		Expense Payables	N				\$0.55
3.380	David England dba D&J England		954 England creamery Road			Rising Sun	MD	21911		Various		Expense Payables	N				\$1,100.00
3.381	DAWSONS AUTO CARE		5930 LEESBURG PIKE			BAILEY'S CROSSROADS	VA	22041		Various		Trade Payables	N				\$353.20
3.382	DAYTON RELIABLE AIR-FILTER		2294 N MORAIN DRIVE			DAYTON	OH	45439		Various		Expense Payables	N				\$51.71
3.383	DCL INTERNATIONAL INC		PO BOX 90			CONCORD	ON	L4K 1B2	Canada	Various		Trade Payables	N				\$1,179.00
3.384	DE JESUS FLYNN, MYRNA		Address On File							4/9/2021		Public Liability		X	X	X	Undetermined
3.385	DE JESUS FLYNN, MYRNA		Address On File							4/9/2021		Public Liability		X	X	X	Undetermined
3.386	De Lage Landen Financial Services,		P.O. BOX 41602			Philadelphia	PA	19101-1602		Various		Expense Payables	N				\$931.04
3.387	DEALER SERVICE WAREHOUSE		15701 Northwest Freeway			HOUSTON	TX	77040		Various		Trade Payables	N				\$5,602.12
3.388	DealerServiceWarehouse*DO NOT USE*		15500 Hempstead Highway			Houston	TX	77040		Various		Expense Payables	N				\$22.15
3.389	DELEGARD TOOL COMPANY		205 EAST 78TH STREET			BLOOMINGTON	MN	55420		Various		Trade Payables	N				\$2,108.06
3.390	DELEGARD TOOL OF TEXAS INC.		4900 CAMPBELL ROAD			HOUSTON	TX	77041		Various		Trade Payables	N				\$66,432.67
3.391	DELL MARKETING LP		P O BOX 643561			PITTSBURGH	PA	15264-3561		Various		Expense Payables	N				\$62,654.53
3.392	DELMARVA POWER		PO BOX 13609			PHILADELPHIA	PA	19101		Various		Expense Payables	N		X		\$6,849.10
3.393	DELPHI AUTOMOTIVE SYSTEMS		C O JP MORGAN CHASE 22654 NETWORK P			CHICAGO	IL	60673-1226		Various		Trade Payables	N			X	\$656,596.27
3.394	DENNIS AUTO PARTS - 3		170 BOSTON POST RD			WEST HAVEN	CT	06516		Various		Trade Payables	N				\$668.92
3.395	DENNISON LUBRICANTS WORCESTER		111 RHODE ISLAND ROAD			LAKEVILLE	MA	02347		Various		Trade Payables	N				\$5,189.53
3.396	DENSO SALES OF CALIFORNIA INC		P O BOX 601009			PASADENA	CA	91189-1009		Various		Trade Payables	N				\$826,596.36
3.397	DePalma Jr, James J		Address On File							4/21/2022		Workers Comp		X	X	X	Undetermined
3.398	DEPARTMENT OF WATER		PO BOX 5268			BINGHAMTON	NY	13902-5268		Various		Expense Payables	N				\$79.50
3.399	DESKINS LAWN SERVICE LLC		303 SNEARLY DRIVE			MARIETTA	OH	45750		Various		Expense Payables	N				\$550.00
3.400	Detectoguard, Inc.		106 WELLS STREET			GREENFIELD	MA	01301		Various		Expense Payables	N				\$646.50
3.401	Diaz, Rosendo	C/O Davis, Michael	250 North Orange Ave 14th Floor			Orlando	FL	32801		Various		Public Liability		X	X	X	Undetermined
3.402	DICKSON ELECTRIC		PO BOX 627			DICKSON	TN	37056		Various		Expense Payables	N				\$1,043.35
3.403	DIPLOMAT COACH INC		5632 SW 25TH ST			WEST PARK	FL	33023		Various		Trade Payables	N				\$2,281.04
3.404	DIRECT ENERGY BUSINESS		PO BOX 70220			PHILADELPHIA	PA	19176-0220		Various		Expense Payables	N				\$11.23
3.405	DIRECT SOURCE INC		8176 MALLORY COURT			CHANHASSEN	MN	55317		Various		Expense Payables	N				\$1,800.00
3.406	DIVERSIFIED BRANDS		PO BOX 198053			ATLANTA	GA	30384-8053		Various		Trade Payables	N				\$234,474.41
3.407	DIXIE ELECTRIC INC.		5600 PIONEER CREEK DRIVE SUITE D			MAPLE PLAIN	MN	55359		Various		Trade Payables	N				\$5,392.12
3.408	DOHRN TRANSFER		PO BOX 83138			CHICAGO	IL	60691-0138		Various		Trade Payables	N				\$1,000.00
3.409	Doing Better Business dba WPS, Inc		14500 Byers Rd			Hagerstown	MD	21742		Various		Expense Payables	N				\$850.29
3.410	DOMINION ENERGY NORTH CAROLINA		FORMERLY PSNC ENERGY			COLUMBIA	SC	29202		Various		Expense Payables	N				\$2,442.32
3.411	DOMINION ENERGY OHIO		PO BOX 26785			RICHMOND	VA	23261-6785		Various		Expense Payables	N				\$22,097.30
3.412	DOMINION ENERGY VIRGINIA		P O BOX 26783			RICHMOND	VA	23261-6783		Various		Expense Payables	N				\$8,787.35
3.413	Dominion Solutions dba SOURCE 4		3473 BRANDON AVENUE SW			ROANOAKE	VA	24018		Various		Expense Payables	N				\$3,097.84
3.414	DONE RIGHT AUTOMOTIVE		45 NW 12 ST			FLORIDAD CITY	FL	33034		Various		Trade Payables	N				\$677.73
3.415	DORMAN PRODUCTS INC		P O BOX 8500 (S 4565)			PHILADELPHIA	PA	19178-4565		Various		Trade Payables	N		X		\$3,542,954.57

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3.416	DOWSER LLC		PO BOX 36158			NEWARK	NJ	07188-0001		Various		Expense Payables	N				\$364.82
3.417	DOYLE SECURITY SYSTEMS		PO BOX 1333			BUFFALO	NY	14240-1333		Various		Expense Payables	N				\$222.15
3.418	DRAIN PRO SERVICES		P.O. BOX 83			CAMPBELL HALL	NY	10916		Various		Expense Payables	N				\$432.50
3.419	DRUM HILL SUNOCO		100 DRUM HILL RD			CHELMSFORD	MA	01824		Various		Trade Payables	N				\$334.85
3.420	DSC OPERATIONS		8813 BEL AIR ROAD			BALTIMORE	MD	21236		Various		Trade Payables	N				\$81.52
3.421	DUALITE SALES AND SERVICE INC		ONE DUALITE LANE			WILLIAMSBURG	OH	45176		Various		Expense Payables	N				\$1,927.80
3.422	DUBBEN GAS SERVICE		90 MAIN STREET			DELHI	NY	13753		Various		Expense Payables	N				\$2,156.81
3.423	DUKE ENERGY		PO BOX 1004			CHARLOTTE	NC	28201-1004		Various		Expense Payables	N				\$6,684.02
3.424	Duke Energy Progress		PO BOX 1094			CHARLOTTE	NC	28201		Various		Expense Payables	N				\$391.72
3.425	Dumbuya, Alusine	C/O Craig Altman, Esq.	1173 Landis Avenue Suite 103			Vineland	NJ	08360				Public Liability		X	X	X	Undetermined
3.426	DUNBAR ARMORED INC		PO BOX 64115			BALTIMORE	MD	21264-4115		Various		Expense Payables	N				\$787.21
3.427	DUQUESNE LIGHT COMPANY		P O BOX 10			PITTSBURGH	PA	15230-0010		Various		Expense Payables	N				\$1,721.91
3.428	E & D EBEN EZER MACHINE S		1310 ROCK ISLAND SUITE 16			IRVING	TX	75060		Various		Trade Payables	N				\$460.74
3.429	EAGLE AUTO REPAIR		75 TEMPLE ST			WORCESTER	MA	01604		Various		Trade Payables	N				\$88.51
3.430	EARTH ARTISTS LANDSCAPE		121 WESTERN HIGHWAY			WEST NYACK	NY	10994		Various		Expense Payables	N				\$270.00
3.431	EAST COAST AUTOMOTIVE INC		803 EASTERN AVE			ESSEX	MD	21221		Various		Trade Payables	N				\$399.87
3.432	EAST PENN MANUFACTURING CO. INC		PO Box 784191			PHILADELPHIA	PA	19178-4191		Various		Trade Payables	N				\$145,158.93
3.433	EASTON UTILITIES		PO BOX 1189			EASTON	MD	21601		Various		Expense Payables	N				\$716.60
3.434	EATON CORPORATION		PO BOX 93531			CHICAGO	IL	60673-3531		Various		Trade Payables	N				\$1,948.79
3.435	ECONOMY HEATING		P.O. BOX 298			PORT CRANE	NY	13833		Various		Expense Payables	N				\$4,990.50
3.436	EDELBROCK CORPORATION		3779 Solutions Center			Chicago	IL	60677-3007		Various		Trade Payables	N				\$36.56
3.437	EDGELL - JACKSON TRUCKING LLC		370 GRAVEL BANK ROAD			MARIETTA	OH	45750		Various		Expense Payables	N				\$350.00
3.438	EDWARDS SERVICE		333 EAST MAIN ST			SOUTHBRIDGE	MA	01550		Various		Trade Payables	N				\$289.05
3.439	Edwards, Stephen		Address On File							7/18/2022		Workers Comp		X	X	X	Undetermined
3.440	EFFRAIN AUTO SERVICE		3521 WILLIAMS LANE			FALLS CHURCH	VA	22041		Various		Trade Payables	N				\$539.47
3.441	EL PASO ELECTRIC		PO BOX 650801			DALLAS	TX	75268-0801		Various		Expense Payables	N				\$621.85
3.442	EL PRIMO AUTO SALES		9742 BROCKBANK DR			DALLAS	TX	75220		Various		Trade Payables	N				\$107.16
3.443	EMHART TEKNOLOGIES LLC		PO Box 360143			Pittsburgh	PA	15251-6143		Various		Trade Payables	N				\$6,844.62
3.444	EMPLOYBRIDGE HOLDING COMPANY		P.O. BOX 91010			CHICAGO	IL	60680-8805		Various		Expense Payables	N				\$1,993.38
3.445	Energizer Auto Sales, Inc		33287 Collection Center Dr.			CHICAGO	IL	60680-9260		Various		Trade Payables	N				\$77,563.19
3.446	ENERGIZER LLC		533 MARYVILLE UNIVERSITY DR.			ST LOUIS	MO	63141		Various		Trade Payables	N				\$3,362.32
3.447	ENTERGY		PO BOX 8108			BATON ROUGE	LA	70891-8108		Various		Expense Payables	N				\$6,519.47
3.448	ENVIRONMENTAL MANAGEMENT INC		PO BOX 700			GUTHRIE	OK	73044-0700		Various		Expense Payables	N			X	\$11,658.61
3.449	EPB ELECTRIC POWER		PO BOX 182254			CHATTANOOGA	TN	37422-7254		Various		Expense Payables	N				\$578.76
3.450	EPICOR SOFTWARE CORPORATION		804 LAS CIMAS PARKWAY			AUSTIN	TX	78746		Various		Expense Payables	N				\$68,425.31
3.451	EQUALIS GROUP LLC		5550 GRANITE PARKWAY, SUITE 298			PLANO	TX	75064		Various		Expense Payables	N				\$1,186.46
3.452	EQUINIX INC		4252 SOLUTIONS CENTER			CHICAGO	IL	60677-4002		Various		Expense Payables	N				\$4,002.47
3.453	ERIE COUNTY WATER AUTHORITY		PO BOX 5148			BUFFALO	NY	14240-5148		Various		Expense Payables	N				\$90.38
3.454	Escobar-Gonzalez, Daniel S	C/O Garcia), Kanner	201 Peachtree St NW Ste 200			Atlanta	GA	30303				Public Liability		X	X	X	Undetermined
3.455	Escobar-Gonzalez, Daniel S	C/O Garcia), Kanner	201 Peachtree St NW Ste 200			Atlanta	GA	30303				Public Liability		X	X	X	Undetermined
3.456	ESCREEN INC		PO BOX 734764			DALLAS	TX	75373-4764		Various		Expense Payables	N				\$65.25
3.457	ESG REGION 19 ALLIED STATES		6611 BOEING DRIVE			EL PASO	TX	79925		Various		Expense Payables	N				\$1,658.09
3.458	ESSITY PROFESSIONAL HYGIENE		P.O. Box 3493			Carol Stream	IL	60132-3493		Various		Trade Payables	N				\$6,705.45
3.459	ETG AUTO SUPPLIES INC.		4718 PENNYPACK ST			PHILADELPHIA	PA	19136		Various		Trade Payables	N				\$453.69
3.460	Etzler, Patrick C		Address On File							5/5/2022		Workers Comp		X	X	X	Undetermined
3.461	Euclid Industries LLC		PO Box 70412T			Cleveland	OH	44190		Various		Trade Payables	N				\$1,301.17
3.462	EUGENE'S AUTO REPAIR		8612 EAST AVE			MENTOR	OH	44060		Various		Trade Payables	N				\$135.09
3.463	EVERSOURCE		PO BOX 55215			BOSTON	MA	02205		Various		Expense Payables	N				\$10,883.24
3.464	EXIDE TECHNOLOGIES		PO BOX 933479			ATLANTA	GA	31193-3479		Various		Trade Payables	N				\$2,131.02
3.465	EXPERTECH		6801 LEVELLAND RD			DALLAS	TX	75252		Various		Trade Payables	N				\$196.83
3.466	EXPRESS SERVICES INC		PO BOX 535434			ATLANTA	GA	30353-5434		Various		Expense Payables	N				\$5,355.26
3.467	EXPRESS SERVICES INC.		PO BOX 203901			DALLAS	TX	75320-3901		Various		Expense Payables	N				\$10,452.38
3.468	EXTREMELY CLEAN FLOOR SERVICES, INC		P.O. BOX 2902			KENNESAW	GA	30156		Various		Expense Payables	N				\$6,862.86

In re: IEH Auto Parts LLC
Case No. 23-90057
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.469	EZ LOAN LOCKPORT / 30006175		6145 S TRANSIT RD			LOCKPORT	NY	14094		Various		Trade Payables	N				\$713.97
3.470	FACILITYSOURCE		PO BOX 846847			LOS ANGELES	CA	90084-6847		Various		Expense Payables	N				\$617,640.98
3.471	FACTORY MOTOR PARTS COMPANY		1380 CORPORATE CTR CURVE			EAGAN	MN	55121-1202		Various		Trade Payables	N				\$1,704.07
3.472	FADICO INC DBA: AAMCO T		8501 4 TYCO ROAD			VIENNA	VA	22180		Various		Trade Payables	N				\$54.25
3.473	FAIRFAX COUNTY WATER AUTHORITY		PO BOX 5008			MERRIFIELD	VA	22116		Various		Expense Payables	N				\$1,650.03
3.474	FAMILY FORD, INC.		PO BOX 830			DALLAS	GA	30132		Various		Trade Payables	N				\$5,267.61
3.475	FEDERAL MOGUL MOTORPARTS		5050 KINGSLEY			CINCINNATI	OH	45227		Various		Trade Payables	N				\$855.86
3.476	Federal Signal Corporation		75 Remittance Drive, Suite 3257			CHICAGO	IL	60675-3257		Various		Trade Payables	N			X	\$4,972.12
3.477	FEDERAL-MOGUL CORPORATION		RETAIL LOCKBOX 1MOC1N 5050 KINGSLEY			CINCINNATI	OH	45227		Various		Trade Payables	N				\$68,761.27
3.478	FEDERAL-MOGUL CORPORATION ANCO		RETAIL LOCKBOX 1MOC1N 5050 KINGSLEY			CINCINNATI	OH	45227		Various		Trade Payables	N			X	\$22,388,782.20
3.479	FEDEX		P O BOX 94515			PALATINE	IL	60094-4515		Various		Trade Payables	N			X	\$325,826.86
3.480	FINGER LAKES/Castle		PO Box 4086			YOUNGSTOWN	OH	44515		Various		Trade Payables	N				\$412.08
3.481	FIRST AMERICAN COMMERCIAL		FILE 1465 1801 W OLYMPIC BLVD			PASADENA	CA	91199		Various		Expense Payables	N				\$8,046.98
3.482	FIRST CHOICE COFFEE SERVICES		10707 STEMMONS FREEWAY			DALLAS	TX	75220		Various		Expense Payables	N				\$434.84
3.483	FIRST GEAR INC		8668 KAPP DRIVE, PO Box 52			PEOSTA	IA	52068-0052		Various		Trade Payables	N				\$432.00
3.484	First Student Inc., .		No address in claim file							5/5/2022		Public Liability		X	X	X	Undetermined
3.485	FISHER AUTO PARTS		PO BOX 2246			STAUNTON	VA	24402-2246		Various		Trade Payables	N				\$13.28
3.486	FIVE POINTS SHELL		1231 NORVIEW AVE			NORFOLK	VA	23513		Various		Trade Payables	N				\$268.44
3.487	FIVE STAR TRANSFER LLC		18192 STATE ROUTE 7			NARIETTA	OH	45750		Various		Expense Payables	N				\$125.00
3.488	FIVE-FIVE AUTO REPAIR		50-01 69TH ST			WOODSIDE	NY	11377		Various		Trade Payables	N				\$107.95
3.489	FLEETWASH INC		PO BOX 36014			NEWARK	NJ	07188-6014		Various		Expense Payables	N				\$305.58
3.490	FLIPP CORPORATION		DEPT CH 19946			PALATINE	IL	60055-9946		Various		Expense Payables	N				\$5,000.00
3.491	FLITELINE ENGINE SUPPLY		1412 PHOENIX			FORT SMITH	AR	72901		Various		Trade Payables	N				\$1,333.23
3.492	FLORIDA POWER & LIGHT		GENERAL MAIL FACILITY			MIAMI	FL	33188-0001		Various		Expense Payables	N			X	\$7,405.12
3.493	FMSI AUTOMOTIVE HARDWARE INC		1070 HERITAGE ROAD			BURLINGTON	ON	L7L 4X9	Canada	Various		Trade Payables	N				\$8,093.77
3.494	FORD MOTOR COMPANY		DEPT CH 14147			PALATINE	IL	60055-4147		Various		Trade Payables	N			X	\$4,488,594.40
3.495	FORD OF TULSA		PO BOX 470210			TULSA	OK	74147-0210		Various		Trade Payables	N				\$35,127.53
3.496	FORNEY INDUSTRIES, INC.		2057 Vermont Drive			Fort Collins	CO	80525		Various		Trade Payables	N				\$99,708.02
3.497	FORWARD LIFT		12758 COLLECTIONS CENTER DR			CHICAGO	IL	60693		Various		Trade Payables	N				\$48,453.96
3.498	Foster, Danielle K		Address On File							8/26/2020		Public Liability		X	X	X	Undetermined
3.499	Foster, Danielle K	C/O Thun, Todd	3900 Northwoods Dr Ste 130			Saint Paul	MN	55112				Public Liability		X	X	X	Undetermined
3.500	FOUR SEASONS DIVISION OF		88207 EXPEDITE WAY			CHICAGO	IL	60695-0001		Various		Trade Payables	N			X	\$2,480,855.31
3.501	FP-GIMEL NJ		425 WALNUT STREET STE 1200			CINCINNATI	OH	45202		Various		Expense Payables	N				\$643.31
3.502	FRC		PO Box 843109			Kansas City	MO	64184-3109		Various		Trade Payables	N				\$318.34
3.503	Freightliner, ...		No address in claim file							7/22/2022		Public Liability		X	X	X	Undetermined
3.504	FRONTIER		PO Box 2951			Phoenix	AZ	85062-2951		Various		Expense Payables	N				\$1,140.13
3.505	FRONTLINE AUTO PLUS		4601 COLUMBIA PIKE			ARLINGTON	VA	22204		Various		Trade Payables	N				\$183.48
3.506	FT WORTH TIRE AND SERVICE		234 N UNIVERSITY			FT WORTH	TX	76107		Various		Trade Payables	N				\$352.18
3.507	FUENTES BROTHERS		6201 WASHINGTON BLVD			ELKRIDGE	MD	21075		Various		Trade Payables	N				\$527.83
3.508	G A T AUTO REP SERV		5683 SW 25 ST			HOLLYWOOD	FL	33023		Various		Trade Payables	N				\$829.70
3.509	G.W. KNAPP & SON INC.		PO BOX 740			WHITNEY POINT	NY	13862		Various		Expense Payables	N				\$2,382.65
3.510	G.W.C. DISTRIBUTORS, INC		218 DUPONT AVE			NEWBURGH	NY	12550		Various		Trade Payables	N			X	\$1,098.46
3.511	GA CENTRAL ELECTRICAL		100 COMMERCE DR. P.O BOX 723			TYRONE	GA	30290		Various		Expense Payables	N				\$440.84
3.512	Gabriel, Raelynn R		Address On File							8/23/2022		Public Liability		X	X	X	Undetermined
3.513	GABRIELLI TRUCK SALES LTD GALVESTON COUNTY WCID		PO BOX 358137			PITTSBURGH	PA	15251-5137		Various		Trade Payables	N				\$925.30
3.514	#1		PO BOX 307			DICKINSON	TX	77539-0307		Various		Expense Payables	N				\$106.38
3.515	Garcia, Alascia		Address On File							10/12/2021		Public Liability		X	X	X	Undetermined
3.516	Garcia, Claribel		Address On File							10/12/2021		Public Liability		X	X	X	Undetermined
3.517	GARDNER INC		3641 INTERCHANGE ROAD			COLUMBUS	OH	43204		Various		Trade Payables	N				\$4,234.83
3.518	GARY D GILBERT		Address On File							Various		Expense Payables	N				\$0.86
3.519	GAS SOUTH		PO BOX 530552			ATLANTA	GA	30353-0552		Various		Expense Payables	N				\$5,422.58
3.520	GATES CORPORATION		PO BOX 102036			ATLANTA	GA	30368-2036		Various		Trade Payables	N			X	\$11,395,895.55
3.521	GATEWAY TIRE - HWY 51 N		4719 HWY 51 N			HORN LAKE	MS	38637		Various		Expense Payables	N				\$0.99

In re: IEH Auto Parts LLC
Case No. 23-9057
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.522	GATEWAY TIRE LAKELAND (EM)		200 LAKELAND PARKWAY			FLOWOOD	MS	39232		Various		Expense Payables	N				\$0.90
3.523	GCOMMERCE INC		700 LOCUS STREET SUITE 201			DES MOINES	IA	50309		Various		Expense Payables	N				\$1,800.00
3.524	GENERA CORPORATION		PO Box 205188			DALLAS	TX	75320-5188		Various		Trade Payables	N				\$5,267.51
3.525	GENPACT INTERNATIONAL, INC.		1000 HAWKINS BLVD., SUITE A			EL PASO	TX	79915		Various		Expense Payables	N				\$125,816.00
3.526	GEORGES GARAGE INC		340 EAST SPRING STREET			AVON	MA	02322		Various		Expense Payables	N				\$3,297.53
3.527	GEORGIA POWER		96 ANNEX			ATLANTA	GA	30396		Various		Expense Payables	N				\$12,706.88
3.528	GETTY CAR SERVICE		516 UNION AVE			FRAMINGHAM	MA	01702		Various		Trade Payables	N				\$131.49
3.529	GH Berlin Windward		42 RUMSEY ROAD			EAST HARTFORD	CT	06108		Various		Trade Payables	N				\$34,724.58
3.530	Giangreco, Kristopher	C/O Koltar, Hernandez, & Cohen	16000 Commerce Parkway Suite C			Mt. Laurel	NJ	08054				Public Liability		X	X	X	Undetermined
3.531	GILMENS AUTOREPAIR		401 G PIKE BLVD			LAWRENCEVILLE	GA	30620		Various		Trade Payables	N				\$182.60
3.532	GK INDUSTRIES LTD.		4435 NORTH SERVICE ROAD BLDG B			BURLINGTON	ON	L7L 4X7	Canada	Various		Trade Payables	N				\$203,546.33
3.533	GM SERVICE PARTS OPERATIONS		PO BOX 905053			CHARLOTTE	NC	28290-5053		Various		Trade Payables	N				\$529,122.40
3.534	GMD AUTO REPAIR		48 WEST STREET			HAVERSTRAW	NY	10927		Various		Trade Payables	N				\$354.15
3.535	GO-JO INDUSTRIES, INC.		P O BOX 931105			CLEVELAND	OH	44193		Various		Trade Payables	N				\$7,853.28
3.536	GOLDWAY, INC.		P.O. BOX 1204			SAND SPRINGS	OK	74063		Various		Expense Payables	N				\$240.00
3.537	GOOD GUYS AUTO CARE LLC		416 HIGHLAND AVE			IOWA CITY	IA	52240		Various		Trade Payables	N				\$1,759.85
3.538	GOODE AUTOMOTIVE		1520 WILDWOOD AVE SE			CLEVELAND	TN	37311		Various		Trade Payables	N				\$2,140.56
3.539	Goodman, Olaya	C/O Spencer H, Herman, PC (spencer Herman)	80-02 Kew Gardens Rd			Kew Gardens	NY	11415				Public Liability		X	X	X	Undetermined
3.540	GOODSON		156 GALEWSKI DR			WINONA	MN	55987		Various		Trade Payables	N				\$1,057.07
3.541	GORRING AUTOMOTIVE		824 MARKET STREET			MCKEESPORT	PA	15132		Various		Trade Payables	N				\$105.96
3.542	GRAINGER		DEPT 805124682 PO BOX 419267			KANSAS CITY	MO	64141-6267		Various		Trade Payables	N				\$51,075.19
3.543	GRANITE TELECOMMUNICATIONS		P O BOX 983119			BOSTON	MA	02298-3119		Various		Expense Payables	N				\$34,384.22
3.544	GRANT THORNTON LLP		33954 TREASURY CENTER			CHICAGO	IL	60694-3900		Various		Expense Payables	N				\$86,490.00
3.545	GRANTURK EQUIPMENT CO INC		1 SCHUYLKILL PARKWAY BLD B			BRIDGEPORT	PA	19405		Various		Trade Payables	N				\$17,885.69
3.546	GRAVAL ENTERPRISES INC.		3 BASIN STREET			OSWEGO	NY	13126		Various		Trade Payables	N				\$326.43
3.547	GREAT AMERICAN FINANCIAL SERVICES		PO BOX 660831			DALLAS	TX	75266-0831		Various		Expense Payables	N				\$262.94
3.548	GREAT BARRINGTON FIRE DISTRICT		17 EASY STREET			GREAT BARRINGTON	MA	01230		Various		Expense Payables	N				\$100.77
3.549	GREATER DICKSON GAS AUTHORITY		605 E WALNUT STREET			DICKSON	TN	37055-2505		Various		Expense Payables	N				\$1,718.43
3.550	Green, Adrienne		Address On File							1/18/2023		Public Liability		X	X	X	Undetermined
3.551	Greene, Adrienne		Address On File							1/18/2023		Public Liability		X	X	X	Undetermined
3.552	Greenwood Emergency Vehicles		530 John Dietsch Blvd			North Attleboro	MA	02763		Various		Trade Payables	N				\$31,819.58
3.553	GREGG 110 AUTO		100 CHELMSFORD ST			CHELMSFORD	MA	01824		Various		Trade Payables	N				\$45.51
3.554	GREYSTONE POWER CORP		PO BOX 6071			DOUGLASVILLE	GA	30154-6071		Various		Expense Payables	N				\$3,245.69
3.555	GRIFFITH ENERGY SERVICES INC		PO BOX 70282			PHILADELPHIA	PA	19176		Various		Expense Payables	N				\$2,639.58
3.556	GRIMES, DUSTIN		Address On File							12/19/2022		Public Liability		X	X	X	Undetermined
3.557	GRIOTS GARAGE INC		3333 S 38TH STREET			TACOMA	WA	98409		Various		Trade Payables	N				\$10,771.12
3.558	GROTE INDUSTRIES LLC.		P.O. Box 630116			CINCINNATI	OH	45263-0116		Various		Trade Payables	N				\$189,658.98
3.559	GROUNDS FOR IMPROVEMENT LLC		PO BOX 1100			MAPLEWOOD	NJ	07040		Various		Expense Payables	N				\$639.76
3.560	GUARDADO USED TIRE & AUTO		306 PETERS ST			CALHOUN	GA	30701		Various		Trade Payables	N				\$849.45
3.561	GUARDIAN ALARM		75 REMITTANCE DRIVE DEPT. 1376			CHICAGO	IL	60675-1368		Various		Expense Payables	N				\$191.81
3.562	Guilford, Sequyoah		Address On File							9/28/2021		Public Liability		X	X	X	Undetermined
3.563	Guilford, Sequyoah		Address On File							9/28/2021		Workers Comp		X	X	X	Undetermined
3.564	GUNTER TRUCKING CO INC		PO BOX 20681			ATLANTA	GA	30320		Various		Trade Payables	N				\$1,303.00
3.565	Hagy, Robin M	C/O Sutter, Brian	2340 Taniant Ter			Port Charlotte	FL	33952				Public Liability		X	X	X	Undetermined
3.566	HALL BOOTH SMITH PC		191 Peachtree Street	Suite 2900		Atlanta		30303		Various		Expense Payables	N				\$11,330.00
3.567	HALLSTEAD GREAT BEND JOINT		PO BOX 747			GREAT BEND	PA	18821-0747		Various		Expense Payables	N				\$174.00
3.568	HANCOCK TELEPHONE		PO BOX 608			HANCOCK	NY	13783		Various		Expense Payables	N				\$602.55
3.569	HARIJAP FULLER		Address On File							Various		Expense Payables	N				\$246.00
3.570	Harris, Louise		Address On File							1/17/2023		Public Liability		X	X	X	Undetermined
3.571	HAYNES MANUALS, INC.		P O BOX 978			NEWBURY PARK	CA	91320		Various		Trade Payables	N				\$8,748.09

In re: IEH Auto Parts LLC
Case No. 23-90057
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.572	HDA Truck Pride		608 Lambert Pointe Drive, Building			Hazelwood	MO	63042		Various		Trade Payables	N				\$252,840.55
3.573	Henderlite, Glenn R		Address On File							1/11/2023		Workers Comp		X	X	X	Undetermined
3.574	HENDERSON PRODUCTS INC		8211 SOLUTIONS CENTER			CHICAGO	IL	60677-8002		Various		Trade Payables	N				\$10,736.62
3.575	HENKEL LOCTITE		P.O. BOX 281666			ATLANTA	GA	30384-1666		Various		Trade Payables	N				\$45.54
3.576	Hennessey, Kristian		Address On File							9/15/2021		Public Liability		X	X	X	Undetermined
3.577	HENNESSY INDUSTRIES INC.		P O BOX 91492			CHICAGO	IL	60693		Various		Trade Payables	N				\$39,932.44
3.578	Henry, Tiffany		Address On File							12/16/2022		Public Liability		X	X	X	Undetermined
3.579	Hernandez de Abre, Johanna	C/O Leonetti, Cuneo	885 Haddon Avenue			Collingswood	NJ	08108				Public Liability		X	X	X	Undetermined
3.580	Hernandez, Arianna	C/O Teofilo Montanez, Esq.	256 S. White Horse Pike			Hammonton	NJ	08037				Public Liability		X	X	X	Undetermined
3.581	HERPAN AUTO CARE		6995 S TAMIAMI TRL			SARASOTA	FL	34231		Various		Trade Payables	N				\$55.68
3.582	HERRICK AUTO WELDING & MA		51 EAST BRIMFIELD RD			HOLLAND	MA	01521		Various		Trade Payables	N				\$240.82
3.583	HG&E		PO BOX 4165			WOBURN	MA	01888-4165		Various		Expense Payables	N				\$3,925.89
3.584	HH-CLOYES INC.		PO BOX 74007101			CHICAGO	IL	60674-7101		Various		Trade Payables	N				\$187,662.34
3.585	HICKOK INCORPORATED		PO BOX 73864			CLEVELAND	OH	44193		Various		Trade Payables	N				\$58.21
3.586	HIGHLINE-WARREN LLC		PO BOX 74008912			CHICAGO	IL	60674-8912		Various		Trade Payables	N			X	\$2,521,477.62
3.587	Hill, Nancy		Address On File							9/7/2022		Public Liability		X	X	X	Undetermined
3.588	HILLCREST CONOCO		3886 HWY 61 SOUTH			VICKSBURG	MS	39180		Various		Trade Payables	N				\$47.70
3.589	HOFMANN USA		26005 NETWORK PLACE			CHICAGO	IL	60673-1210		Various		Trade Payables	N				\$22,841.68
3.590	HOLIDAY FORD - BODY SHOP		PO BOX 188			FOND DU LAC	WI	54936		Various		Expense Payables	N				\$0.58
3.591	HOLLAND AND KNIGHT		PO BOX 864084			ORLANDO	FL	32886-4084		Various		Expense Payables	N				\$7,604.50
3.592	Hollenbeck, Jerry J		Address On File							1/25/2022		Public Liability		X	X	X	Undetermined
3.593	Hollenbeck, Jerry J		Address On File							1/25/2022		Workers Comp		X	X	X	Undetermined
3.594	HOLLEY PERFORMANCE PRODUCTS		PO BOX 932935			Cleveland	OH	44193		Various		Trade Payables	N				\$16,448.45
3.595	HONEYWELL CPG/ FRAM Group		P O BOX 198467			ATLANTA	GA	30384-8467		Various		Trade Payables	N				\$26,015.91
3.596	HOPKINS MANUFACTURING CORP.		PO BOX 959692			ST LOUIS	MO	63195-9692		Various		Trade Payables	N				\$44,607.44
3.597	HORIZON COFFEE & WATER SERV		P O BOX 863			GREENSBURG	PA	15601		Various		Expense Payables	N				\$235.11
3.598	HOUSTON-GALVESTON AREA COUNCIL		P.O. BOX 301427			DALLAS	TX	75303-1427		Various		Expense Payables	N				\$2,054.46
3.599	HRP ASSOCIATES, INC		197 SCOTT SWAMP ROAD			FARMINGTON	CT	06032		Various		Expense Payables	N				\$298.75
3.600	HRUBS		PO BOX 37097			BOONE	IA	50037-0097		Various		Expense Payables	N				\$504.15
3.601	HSD METRICS		PO BOX 950161			LOUISVILLE	KY	40295-0161		Various		Expense Payables	N				\$617.75
3.602	HTC		PO BOX 1819			CONWAY	SC	29528-1819		Various		Expense Payables	N				\$18.15
3.603	HUB GROUP TRUCKING, INC		dba HUB GROUP DEDICATED			CHICAGO	IL	60694-5088		Various		Expense Payables	N				\$10,083.65
3.604	HUGHES ENTERPRISES		2151 GREEN LANE			LEVITTOWN	PA	19067		Various		Expense Payables	N				\$11,267.69
3.605	HWY 30 AUTO		2133 HWY 30 EAST			ATHENS	TN	37303		Various		Trade Payables	N				\$269.09
3.606	HYDRATE HQ OF MID-ATLANTIC LLC		79 NORTH MAIN STREET			CHAGRIN FALLS	OH	44022		Various		Expense Payables	N				\$3,701.08
3.607	HYLAND SOFTWARE, INC.		PO BOX 846261			DALLAS	TX	75284-6261		Various		Expense Payables	N				\$31,303.88
3.608	HY-VEE ACCOUNTS RECEIVABLE		5820 WESTOWN PKWY			WEST DES MOINES	IA	50266-8290		Various		Expense Payables	N				\$1,482.52
3.609	I/D/E/A INC		1 IDEAL WAY			CALDWELL	ID	83605-6999		Various		Trade Payables	N				\$753.66
3.610	IAP DURA INTERNATIONAL		11 Distribution Blvd, Suite A			Edison	NJ	08817-6005		Various		Trade Payables	N				\$2,016,403.49
3.611	Ideal Clamp Products Inc.		P O BOX 102976			ATLANTA	GA	30368-2976		Various		Trade Payables	N			X	\$30,050.72
3.612	IDENTIFIX INC		1301 SOLANA BLVD, BLDG #2 STE 2100			WESTLAKE	TX	76262		Various		Expense Payables	N				\$2,500.00
3.613	IGOR'S AUTO REPAIR		232 HOLLIS ST			FRAMINGHAM	MA	01702		Various		Trade Payables	N				\$158.50
3.614	ILLUMINATING COMPANY		PO BOX 3687			AKRON	OH	44309-3687		Various		Expense Payables	N				\$4,644.11
3.615	INDIANA AMERICAN WATER		PO BOX 6029			CAROL STREAM	IL	60197		Various		Expense Payables	N				\$29.52
3.616	INDIANAPOLIS POWER & LIGHT CO		PO BOX 110			INDIANAPOLIS	IN	46206-0110		Various		Expense Payables	N				\$532.67
3.617	Ingersoll Rand Company		15768 Collections Center Drive			Chicago	IL	60693		Various		Trade Payables	N				\$688.04
3.618	INNOVA PRODUCTS		17352 VON KARMAN AVE			IRVINE	CA	92614		Various		Trade Payables	N				\$24,244.04
3.619	INSIGHT GLOBAL INC		PO BOX 198226			ATLANTA	GA	30384-8226		Various		Expense Payables	N				\$47,937.27
3.620	Insurance Group, Safety		Address On File							9/20/2022		Public Liability		X	X	X	Undetermined
3.621	INTERAMERICAN MOTOR CORP.		P.O. BOX 511295			Los Angeles	CA	90051-7850		Various		Trade Payables	N				\$3,228.93
3.622	INTERSTATE BATTERIES		161 25th STREET			BROOKLYN	NY	11232		Various		Trade Payables	N			X	\$4,414,738.61
3.623	INTERSTATE BATTERY OF SO. NEW YORK		55 HATFIELD LANE			GOSHEN	NY	10924-9580		Various		Expense Payables	N				\$2,274.63

In re: IEH Auto Parts LLC
Case No. 23-90057
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Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.624	INTERSTATE WASTE SERVICES		PO BOX 554744			DETROIT	MI	48255-4744		Various		Expense Payables	N				\$2,829.80
3.625	INTERTRADE SYSTEMS INC.		666 PO BOX 55811			BOSTON	MA	02205-5811		Various		Expense Payables	N				\$23,757.20
3.626	IRISH PROPANE CORPORATION		PO BOX 409			BUFFALO	NY	14212-0409		Various		Expense Payables	N				\$77.85
3.627	IRON MOUNTAIN INC		PO BOX 915004			DALLAS	TX	75391-5004		Various		Expense Payables	N				\$387.96
3.628	ISLAND AUTO REPAIR		1260 D OGDEN RD			VENICE	FL	34285		Various		Trade Payables	N				\$46.00
3.629	ISN-INTEGRATED SUPPLY NETWORK		P O BOX 746342			ATLANTA	GA	30374-6342		Various		Trade Payables	N				\$385,753.30
3.630	ITW Engine Repair		PO BOX 2174			Carol Stream	IL	60132-2174		Various		Trade Payables	N				\$409,959.50
3.631	ITW Evercoat		PO Box 92140			Chicago	IL	60675-2140		Various		Trade Payables	N				\$226,574.16
3.632	ITW GLOBAL BRANDS		P O BOX 3284			CAROL STREAM	IL	60132-3284		Various		Trade Payables	N				\$128,277.73
3.633	ITW PERMATEX, INC.		P O BOX 2174			CAROL STREAM	IL	60132-2174		Various		Trade Payables	N			X	\$2,407.93
3.634	ITW PRO		P O Box 3284			Carol Stream	IL	60132		Various		Trade Payables	N				\$265,089.46
3.635	ITW PRO BRANDS		PO Box 71430			CHICAGO	IL	60694		Various		Trade Payables	N				\$166.80
3.636	J & I AUTO		15530 N GALVESTON RD			WEBSTER	TX	77598		Various		Trade Payables	N				\$133.83
3.637	J-1 AUTO SERVICE LLC		102 WINSOR ST			JAMESTOWN	NY	14701		Various		Trade Payables	N				\$502.92
3.638	Jackson Welding & Gas Products		4 Pixley Industrial Pkwy			Rochester	NY	14624		Various		Expense Payables	N				\$16.74
3.639	JAHE ENTERPRISES LLC / DB		940 OSBOURNE ROAD NE			FRIDLEY	MN	55432		Various		Trade Payables	N				\$18.58
3.640	JAMES HEALY		Address On File							Various		Expense Payables	N				\$90.00
3.641	JAMES TABOR AUTOMOTIVE		5349 OLD RANCH RD			SARASOTA	FL	34241		Various		Trade Payables	N				\$111.14
3.642	JAYS AUTO REPAIR		1323 SCHOFIELD AVE			SCHOFIELD	WI	54476		Various		Trade Payables	N				\$174.81
3.643	J-B WELD COMPANY		P O BOX 670270			DALLAS	TX	75267-0270		Various		Trade Payables	N				\$1,920.72
3.644	JDL CORP PROSTOCK AUTOMOTIVE WHSE		300 N. MIDLAND AVENUE			SADDLE BROOK	NJ	07663		Various		Trade Payables	N			X	\$57,322.55
3.645	JEANS AUTO REPAIR RONNIE		63 OLD MEADOW RD			DRACUT	MA	01826		Various		Trade Payables	N				\$207.58
3.646	JEFFREY P SZEKELY		Address On File							Various		Expense Payables	N				\$0.77
3.647	JEFF'S BRONCO GRAVEYARD		7843 LOCHLIN DR			BRIGHTON	MI	48116		Various		Trade Payables	N				\$34.56
3.648	JESUS TIRES		19800 VETERANS BLVD			PORT CHARLOTTE	FL	33954		Various		Trade Payables	N				\$212.50
3.649	JIMMYS AUTOWORKS		304 GLENDALE DRIVE			ENDICOTT	NY	13760		Various		Trade Payables	N				\$112.20
3.650	JIM'S GARAGE		1300 13TH STREET			WICHITA FALLS	TX	76301		Various		Trade Payables	N				\$99.35
3.651	JIMS RAMBLEWOOD AUTO		4525 CHURCH RD			MT LAUREL	NJ	08054		Various		Trade Payables	N				\$238.36
3.652	JMA PLACEMENT INC		6910 SANTA TERESA BLVD			SAN JOSE	CA	95119		Various		Expense Payables	N				\$16,540.72
3.653	JOBBERS WAREHOUSE SUPPLY		800 THIRD AVENUE N			MINNEAPOLIS	MN	55405-1606		Various		Trade Payables	N				\$6,729.23
3.654	JOHN B HULL INC.		PO BOX 549			GREAT BARRINGTON	MA	01230		Various		Expense Payables	N				\$6,134.88
3.655	JOHN'S TIRE & BRAKE SERVI		1390 KENNEDY BLVD			ALIQUIPPA	PA	15001		Various		Trade Payables	N				\$97.24
3.656	JOHNSON CONTROLS		DEPT. CH 10320			PALATINE	IL	60055-0320		Various		Trade Payables	N				\$1,501.50
3.657	Johnson Controls Security Solutions		PO BOX 371967			PITTSBURGH	PA	15250-7967		Various		Expense Payables	N				\$3,419.98
3.658	JOHNSON TRENT AND TAYLOR L L P		919 MILAM STREET SUITE 1500			HOUSTON	TX	77002		Various		Expense Payables	N				\$180.18
3.659	Johnson, Carolyn D	C/O Law Offices Of Paul H. Kahn, P.C.	Address On File							1/31/2023		Workers Comp		X	X	X	Undetermined
3.660	Johnson, Robin		121 S Broad Street 18th Floor			Philadelphia	PA	19107				Public Liability		X	X	X	Undetermined
3.661	Jones, John P		Address On File							11/10/2020		Workers Comp		X	X	X	Undetermined
3.662	Jones, Thomas		Address On File							7/12/2022		Workers Comp		X	X	X	Undetermined
3.663	JORGE AUTO REPAIR		1720 THOMAS RD			MEMPHIS	TN	38134		Various		Trade Payables	N				\$223.90
3.664	JOSE AUTO REPAIR		730 NE 43 STREET			POMPANO BEACH	FL	33064		Various		Trade Payables	N				\$227.11
3.665	JOSE PINEDA		Address On File							Various		Trade Payables	N				\$39.94
3.666	JOSEPH R ALBANO		Address On File							Various		Expense Payables	N				\$870.00
3.667	JOSEPH'S LOCK & SAFE COMPANY		55 GREEN STREET			WORCESTER	MA	01604-4109		Various		Expense Payables	N				\$45.57
3.668	JUAN'S AUTO SHOP		609 E IRVING BLVD SUITE			IRVING	TX	75060		Various		Trade Payables	N				\$894.12
3.669	JULES AND ASSOCIATES, INC		SUITE 1900			LOS ANGELES	CA	90071		Various		Expense Payables	N				\$390.66
3.670	Julien, Syonne		Address On File							1/31/2023		Workers Comp		X	X	X	Undetermined
3.671	KANSAS CITY POWER & LIGHT		PO BOX 219330			KANSAS CITY	MO	64121		Various		Expense Payables	N				\$1,041.46
3.672	Karin M Plessel		3001 Vanderbilt St			Little Canada	MN	55117		Various		Expense Payables	N				\$1,911.28
3.673	KATH AUTO PARTS		3096 NORTH RICE STREET			LITTLE CANADA	MN	55113		Various		Trade Payables	N				\$207.50
3.674	Kath Fuel Oil Service Co		3096 RICE STREET			LITTLE CANADA	MN	55113		Various		Trade Payables	N				\$736.10

In re: IEH Auto Parts LLC
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Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.675	Kath Lubricants		3096 Rice Street			Little Canada	MN	55113		Various		Trade Payables	N				\$274.90
3.676	KCMO WATER SERVICES DEPARTMENT		PO BOX 219896			KANSAS CITY	MO	64121-9896		Various		Expense Payables	N				\$213.38
3.677	Kemp, Jasmine	C/O Worby, Vecchio, Edelman LLP(Richard S. Vecchio)	11 Martine Ave			White Plains	NY	10606				Public Liability		X	X	X	Undetermined
3.678	KERRIDGE COMMERCIAL SYSTEMS		TWO VALLEY SQUARE SUITE 220			BLUE BELL	PA	19422		Various		Expense Payables	N				\$188.85
3.679	KEY-GRAM VENDING, LLC.		1 STAUR WAY SUITE 2			MONROE	NY	10950		Various		Expense Payables	N				\$326.00
3.680	KEYSTONE AUTOMOTIVE OPERATIONS		44 TUNKHANNOCK AVENUE			EXETER	PA	18643		Various		Trade Payables	N				\$104,427.10
3.681	KEYSTONE PLASTICS INC		3451 SOUTH CLINTON AVE			SOUTH PLAINFIELD	NJ	07080		Various		Trade Payables	N				\$5,152.95
3.682	KIMBERLY CLARK CORPORATION		P O BOX 88125			CHICAGO	IL	60695-1125		Various		Trade Payables	N				\$147,643.68
3.683	KING PALLET INC		1112 HENGEMIHLE AVE			BALTIMORE	MD	21221		Various		Expense Payables	N				\$475.00
3.684	Kivler, Russell	C/O Vanessa Patrizi, Esq	999 Route 73 North Suite 103			Marlton	NJ	08053				Public Liability		X	X	X	Undetermined
3.685	KMW INVESTMENTS LLC		P.O Box 34291			Indianapolis	IN	46234		Various		Expense Payables	N				\$6,246.25
3.686	KNAPP AUTO REPAIR		6606 E NW HWY			DALLAS	TX	75231		Various		Trade Payables	N				\$244.22
3.687	KNOX ENERGY COOPERATIVE		PO BOX 94608			CLEVELAND	OH	44101-4608		Various		Expense Payables	N				\$284.64
3.688	KORBETTS TIRE AND AUTO		762 WEST GOVERNMENT ST			BRANDON	MS	39042		Various		Trade Payables	N				\$509.23
3.689	Krotje, Anne		Address On File							12/20/2021		Workers Comp		X	X	X	Undetermined
3.690	KVS AUTO WRECKERS		1250 OAK POINT AVE			BRONX	NY	10474		Various		Trade Payables	N				\$237.97
3.691	KYB AMERICA LLC		7868 Soluton Center			CHICAGO	IL	60677-7008		Various		Trade Payables	N				\$21,372.72
3.692	L & L'S GETTY		1 SYLVAN ST			PEABODY	MA	01960		Various		Trade Payables	N				\$477.00
3.693	LACAVA BROS.		1262 Bedford St			Fall River	MA	02723		Various		Trade Payables	N				\$1,602.33
3.694	LACLEDE GAS CO		DRAWER 2			ST LOUIS	MO	63171		Various		Expense Payables	N				\$1,765.67
3.695	LAKELAND ELECTRIC		PO BOX 32006			LAKELAND	FL	33802		Various		Expense Payables	N				\$1,537.60
3.696	LAKESHORE AUTOMOTIVE		4914 ST PAUL BLVD			ROCHESTER	NY	14617		Various		Trade Payables	N				\$793.71
3.697	LAKEVIEW LIGHT & POWER		11509 BRIDGEPORT WAY SW			LAKEWOOD	WA	98499		Various		Expense Payables	N				\$302.19
3.698	LANAIR PRODUCTS LLC		4109 CAPITAL CIRCLE DRIVE			JANESVILLE	WI	53546-8300		Various		Trade Payables	N				\$4,747.77
3.699	LANIS AUTO REPAIR		38 GARRISON AVE			HAVERHILL	MA	01830		Various		Trade Payables	N				\$138.39
3.700	LANTER DELIVERY SYSTEMS INC		PO BOX 772979			CHICAGO	IL	60677-0279		Various		Trade Payables	N				\$131,467.52
3.701	LARA AUTO REPAIR		7566 ALLEGHANY RD			MANASSAS	VA	20111		Various		Trade Payables	N				\$235.56
3.702	LARGO AUTO CENTER		723 W BAY DRIVE			LARGO	FL	33770		Various		Trade Payables	N				\$249.70
3.703	LARRY GRELLA		Address On File							Various		Trade Payables	N				\$1,114.90
3.704	LAS AMERICAS AUTO REPAIR		103 MECHANIC ST STE 6			MARLBORO	MA	01752		Various		Trade Payables	N				\$119.78
3.705	Lawrence Davis		2267 PERKERSON MILL RD			AUSTELL	GA	30106		Various		Expense Payables	N				\$265.00
3.706	Lawyer, Eddie L		Address On File							9/8/2022		Workers Comp		X	X	X	Undetermined
3.707	LCEC-LEE COUNTY ELECTRIC CO-OP		PO BOX 31477			TAMPA	FL	33631		Various		Expense Payables	N				\$2,053.59
3.708	Lebaron, Gary	C/O Crum, Kaylene	2 Lakeshore Center	Suite 3		Bridgewater	MA	02324				Public Liability		X	X	X	Undetermined
3.709	LEE COUNTY UTILITIES		PO BOX 37779			BOONE	IA	50037		Various		Expense Payables	N				\$163.66
3.710	Lee, Howard		Address On File							8/10/2019		Workers Comp		X	X	X	Undetermined
3.711	Legal Tax Service, Inc.		P.O. Box 10020			Pittsburgh	PA	15236-6020		Various		Expense Payables	N				\$133.02
3.712	LEO AUTO REPAIR		505 BUFORD DR STE B			LAWRENCEVILLE	GA	30046		Various		Trade Payables	N				\$34.82
3.713	LEOCH BATTERY CORPORATION		20322 VALENCIA CIRCLE			LAKE FOREST	CA	92630		Various		Trade Payables	N				\$63,299.67
3.714	Leonard, Edward		Address On File							3/4/2019		Workers Comp		X	X	X	Undetermined
3.715	LESCO PAPER AND BOX COMPANY		PO BOX 46826			PHILADELPHIA	PA	19160-6826		Various		Trade Payables	N			X	\$4,737.55
3.716	LEVEL 3 COMMUNICATIONS LLC		PO BOX 931843			ATLANTA	GA	31193-1843		Various		Expense Payables	N				\$103.44
3.717	LIBERTY ENGINE PARTS		7890 AIRPORT HWY			PENNSAUKEN	NJ	08109		Various		Trade Payables	N				\$4,334.40
3.718	LINCOLN INDUSTRIAL CORP		PO Box 74007481			CHICAGO	IL	60674-7481		Various		Trade Payables	N				\$7,994.75
3.719	LISLE CORPORATION		PO BOX 89			CLARINDA	IA	51632		Various		Trade Payables	N				\$329,982.54
3.720	LITTELFUSE, INC.		12858 COLLECTION CENTER DR			CHICAGO	IL	60693		Various		Trade Payables	N				\$8,321.49
3.721	LITTLETON PARK JOYCE		39 BROADWAY 29th FLOOR			NEW YORK	NY	10006		Various		Expense Payables	N				\$730.12
3.722	LOGISTICS SUPPLY		P O BOX 481931			CHARLOTTE	NC	28269		Various		Trade Payables	N				\$5,060.59
3.723	LONG ISLAND SANITATION EQUIPMENT CO		1670 NEW HIGHWAY			FARMINGDALE	NY	11735		Various		Trade Payables	N				\$16,200.21
3.724	LOOMIS		DEPT. CH 10500			PALATINE	IL	60055-0500		Various		Expense Payables	N				\$1,296.98
3.725	LOVELL AUTO REPAIR		4015 KAMMER AVE			DAYTON	OH	45717		Various		Trade Payables	N				\$680.65

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Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.726	Lozano, Carlos	C/O Geftic, Mintz	618 Newark Avenue			Elizabeth	NJ	07208				Public Liability		X	X	X	Undetermined
3.727	LUBBOCK POWER & LIGHT & WATER		PO BOX 10541			LUBBOCK	TX	79408-3541		Various		Expense Payables	N				\$4,452.52
3.728	LUCAS OIL PRODUCTS INC.		302 NORTH SHERIDAN STREET			CORONA	CA	92880-2067		Various		Trade Payables	N				\$19,800.44
3.729	LUIS TRANSMISSION		1161 SOUTHERN BLVD			BRONX	NY	10459		Various		Trade Payables	N				\$1,308.55
3.730	LUMILEDS LLC		34119 W TWELVE MILE			FARMINGTON HILLS	MI	48331		Various		Trade Payables	N				\$309,515.19
3.731	LUND INC.		DEPT # 2018, PO BOX 11407			Birmingham	AL	35246-2018		Various		Trade Payables	N				\$94.98
3.732	LUND, INC DBA AUTOVENTSHADE		Dept #2018 PO BOX 11407			Birmingham	AL	35246-2018		Various		Trade Payables	N				\$34,096.63
3.733	LUTY'S AUTO REPAIR		3301 NW 28TH ST			MIAMI	FL	33142		Various		Trade Payables	N				\$456.60
3.734	LYNEER STAFFING SOLUTIONS LLC		PO BOX 88911			MILWAUKEE	WI	53288-8911		Various		Expense Payables	N				\$4,016.01
3.735	MACHIMPEX USA LLC		116 FLANDERS ROAD			WESTBOROUGH	MA	01581		Various		Trade Payables	N		X		\$68,607.06
3.736	MAC'S AUTO REPAIR		409 409 OLD COLONY RD			NORTON	MA	02766		Various		Trade Payables	N				\$220.63
3.737	MADONNA AUTO		4106 A NORRISVILLE ROAD			WHITE HALL	MD	21161		Various		Trade Payables	N				\$177.44
3.738	MAGNITUDE SOFTWARE INC		249 Corporate Drive			Portsmouth	NH	03801		Various		Expense Payables	N				\$3,840.00
3.739	MAHLE CLEVITE INC		PO BOX 13263			NEWARK	NJ	07101-3263		Various		Trade Payables	N				\$464.40
3.740	MANASSAS AUTO CARE & WASH		8905 CENTERVILLE RD			MANNASSAS	VA	20110		Various		Trade Payables	N				\$55.28
3.741	MANGOAPPS INC		1495 11TH AVE NW			ISSAQUAH	WA	98027		Various		Expense Payables	N				\$86,400.00
3.742	MANHATTAN ASSOCIATES		PO BOX 405696			ATLANTA	GA	30384-5696		Various		Expense Payables	N				\$45,014.72
3.743	MANN + HUMMEL PUROLATOR FILTERS LLC		39270 TRESURY CENTER			CHICAGO	IL	60694-9022		Various		Trade Payables	N			X	\$17,489,333.44
3.744	MANNY'S		12605 CANAVESE LANE			VENICE	FL	34293		Various		Trade Payables	N				\$870.23
3.745	Manosalvas, Orlando		Address On File							4/3/2019		Workers Comp		X	X	X	Undetermined
3.746	MANUAL		15 HOFFMAN ST			SPRING VALLEY	NY	10952		Various		Trade Payables	N				\$1,172.59
3.747	MARIO'S AUTO REPAIR		715 WEST MOWRY DR			HOMESTEAD	FL	33030		Various		Trade Payables	N				\$145.66
3.748	Marquez, Juan G		Address On File							1/26/2023		Workers Comp		X	X	X	Undetermined
3.749	Marsden, Ronald	C/O Vucci, Charles	231 Reservoir Ave			Providence	RI	02907				Public Liability		X	X	X	Undetermined
3.750	MARSHALL AUTOMOTIVE CENTE		4195 WHITING RD			MARSHALL	VA	20115		Various		Trade Payables	N				\$1,143.88
3.751	MARSHALLS AUTOMOTIVE & TR		2115 FACTORY OUTLET BLVD			NIAGARA FALLS	NY	14304		Various		Trade Payables	N				\$204.37
3.752	Martinez, Brandon E	C/O Pinaluga, Kanner	1000 Legion PI STE 100			Orlando	FL	32801				Public Liability		X	X	X	Undetermined
3.753	MARYLAND AUTO PARTS		4703 BERWYN RD			COLLEGE PARK	MD	20740		Various		Expense Payables	N				\$71.28
3.754	Maryland Department of General Serv		301 W Preston Street, Room 1309			Baltimore	MD	21201		Various		Expense Payables	N				\$494.48
3.755	MASON CITY PUBLIC UTILITIES		10 FIRST ST NW			MASON CITY	IA	50401		Various		Expense Payables	N				\$208.59
3.756	MATERIAL HANDLING INC		PO BOX 1045			DALTON	GA	30722		Various		Expense Payables	N				\$1,356.80
3.757	Mathis, Gary	C/O Law Office of Samuel P. Reef (Samuel Reef)	77 Pond Street			Sharon	MA	02067				Public Liability		X	X	X	Undetermined
3.758	MATTHEW/RICH GRUDINS		2000 MAIN STREET			WALPOLE	MA	02081		Various		Expense Payables	N				\$0.91
3.759	MAUCELI AUTO REPAIR		48 GROVE ST			SPRING VALLEY	NY	10977		Various		Trade Payables	N				\$133.36
3.760	MAVERICK AUTO PARTS		2801 N CENTRAL AVE			CHICAGO	IL	60634		Various		Trade Payables	N				\$109.41
3.761	McCrory, Edwin	C/O Castro Law PC (Fabian Rincon)	5 Concourse Parkway Suite 2225			Atlanta	GA	30328				Public Liability		X	X	X	Undetermined
3.762	McDonald, Deron		Address On File							12/20/2022		Public Liability		X	X	X	Undetermined
3.763	McGurk, Joe		Address On File							1/16/2023		Public Liability		X	X	X	Undetermined
3.764	McKnight, Sean		Address On File							5/16/2022		Public Liability		X	X	X	Undetermined
3.765	MCGNAIR, AYESHA		Address On File							11/1/2021		Public Liability		X	X	X	Undetermined
3.766	MECHANIX WEAR, INC		1801 W. OLYMPIC BLVD			PASADENA	CA	91199-2219		Various		Trade Payables	N				\$4,309.44
3.767	MEDCO TOOL		3201 SOUTH 76TH			PHILADELPHIA	PA	19153		Various		Trade Payables	N			X	\$173,602.58
3.768	MEDFORD HEATING		188 ROUTE 70			MEDFORD	NJ	08055		Various		Expense Payables	N				\$4,810.59
3.769	Medina, German		Address On File							1/3/2023		Public Liability		X	X	X	Undetermined
3.770	MEGAPORT		351 CALIFORNIA STREET SUITE #800			SAN FRANCISCO	CA	94104		Various		Expense Payables	N				\$1,091.56
3.771	MEGUIARS INC.		P O BOX 843981			Dallas	TX	75284-3981		Various		Trade Payables	N				\$37,997.10
3.772	MEINEKE CAR CARE NAJIB		217 COIT RD			PLANO	TX	75075		Various		Trade Payables	N				\$187.74
3.773	MEINEKE DEALERS ASSOCIATION		Po Box 501448			San Diego	CA	92150-1448		Various		Expense Payables	N				\$65,564.50
3.774	Melendez, Carol	C/O Lusk, Drasites & Tolisano, P.A. (Benjamin D. Lusk, Esq.)	202 Del Prado Blvd South			Cape Coral	FL	33990				Public Liability		X	X	X	Undetermined
3.775	Memorial Tune, Inc.		1916 S Memorial Dr			Tulsa	OK	74112		Various		Expense Payables	N				\$0.63

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3.776	MEMPHIS LIGHT GAS AND WATER		PO BOX 388			MEMPHIS	TN	38145		Various		Expense Payables	N				\$6,006.97
3.777	MELENDEZ AUTO SERVICE		35 CLAFIN ST			FRAMINGHAM	MA	01702		Various		Trade Payables	N				\$644.60
3.778	MERCHANDISING SOLUTIONS GROUP, INC		SUITE 2200			ATLANTA	GA	30303		Various		Expense Payables	N				\$7,040.00
3.779	MET-ED		FIRST ENERGY CORP.			AKRON	OH	44309		Various		Expense Payables	N				\$791.95
3.780	METRO ALARMS OFFICE		125 N MAIN ST 1B-20			MEMPHIS	TN	38103		Various		Expense Payables	N				\$280.00
3.781	METRO PEST CONTROL, INC.		70-09 73RD PLACE			GLENDALE	NY	11385		Various		Expense Payables	N				\$203.60
3.782	METROPOLITAN ST LOUIS		PO BOX 437			ST LOUIS	MO	63166-0437		Various		Expense Payables	N				\$157.58
3.783	MHS LIFT INC		6965 AIRPORT HIGHWAY LANE			PENNSAUKEN TOWNSHIP	NJ	08109		Various		Expense Payables	N				\$5,622.67
3.784	MIAMI-DADE STORM WATER UTILITY		PO BOX 025297			MIAMI	FL	33102-5297		Various		Expense Payables	N				\$2,417.56
3.785	MIAN BROTHERS LLC AKA PRE		5529 BELAIR RD			BALTIMORE	MD	21206		Various		Trade Payables	N				\$21.83
3.786	MICHAEL A DUCKER		5870 URBANA PIKE			FREDERICK	MD	21704		Various		Expense Payables	N				\$0.91
3.787	MICHAEL TARR/J FRANC		697 PARKER STREET			MANCHESTER	CT	06042		Various		Expense Payables	N				\$0.68
3.788	MIDSTATE TOOL & SUPPLY, INC.		121 Halbritter Drive			ALTOONA	PA	16601-9349		Various		Trade Payables	N				\$36,164.51
3.789	MIDWEST AUTO BODY PARTS		401 N HIGH ST			EATON	IN	47338		Various		Trade Payables	N				\$879.75
3.790	MIDWEST FASTENER CORPORATION		9031 SHAVER ROAD			KALAMAZOO	MI	49024-6164		Various		Trade Payables	N				\$2,522.11
3.791	MIDWEST TRUCK & AUTO PARTS INC		8419 Solutions Center			CHICAGO	IL	60677-8004		Various		Trade Payables	N				\$11,210.79
3.792	MIELE AUTO PARTS INC		118 SAW MILL RIVER ROAD			YONKERS	NY	10701		Various		Trade Payables	N				\$0.93
3.793	MIKES AUTO & TOWING		340 LAKE AVENUE			ROCHESTER	NY	14608		Various		Trade Payables	N				\$145.03
3.794	MIKE'S AUTO SALES		340 LAKE AVENUE			ROCHESTER	NY	14608		Various		Trade Payables	N				\$621.12
3.795	MILFORD WATER CO.		66 DILLA STREET			MILFORD	MA	01757		Various		Expense Payables	N				\$430.32
3.796	Milan, Iraida	C/O Park, Gregory	10201 Fairfax Blvd			Fairfax	VA	22030				Public Liability		X	X	X	Undetermined
3.797	MILTON INDUSTRIES INC.		PO BOX 6671			Carol Stream	IL	60197-6671		Various		Trade Payables	N			X	\$529,843.64
3.798	MINICH MOBILE HOME INC		1682 RIVERSIDE DR R D 2			OIL CITY	PA	16301		Various		Trade Payables	N				\$36.15
3.799	MINT CONDITION FRANCHISING INC		1057 RED VENTURES DRIVE STE165			FORT MILL	SC	29707		Various		Expense Payables	N			X	\$1,494.00
3.800	Minuteman Trucks, Inc.		PO Box 414511			Boston	MA	02241-4511		Various		Trade Payables	N				\$259.94
3.801	MIRKA ABRASIVES, INC		PO BOX 775779			CHICAGO	IL	60677-5779		Various		Trade Payables	N				\$3,004.52
3.802	MISSOURI GAS ENERGY		P O BOX 219255			KANSAS CITY	MO	64121-9255		Various		Expense Payables	N				\$3,304.70
3.803	MOBIL 1 LUBE EXPRESS		3781 SALEM AVE			DAYTON	OH	45406		Various		Trade Payables	N				\$117.64
3.804	MOBIL MECHANIC SERVICE		5509 MAGNOLIA LANE			ALEXANDRIA	VA	22311		Various		Trade Payables	N				\$524.25
3.805	MOBILE MECHANIC LLC		6305 CAMBRIDGE ST			ST. LOUIS PARK	MN	55426		Various		Trade Payables	N				\$113.27
3.806	MODERN AUTO BODY AND PAIN		5721 CENTER LANE			FALLS CHURCH	VA	22182		Various		Trade Payables	N				\$581.75
3.807	Molina, Theodoro		Address On File							9/14/2022		Workers Comp		X	X	X	Undetermined
3.808	MON POWER		ALLEGHENY ENERGY			AKRON	OH	44309		Various		Expense Payables	N				\$1,044.84
3.809	MONROE AUTO EQUIPMENT CO		3853 Solutions Center			CHICAGO	IL	60677-3008		Various		Trade Payables	N			X	\$4,849,359.84
3.810	Montanez, Pierson		Address On File							10/23/2020		Workers Comp		X	X	X	Undetermined
3.811	MONTGOMERY COUNTY WATER SVCS		PO BOX 645728			CINCINNATI	OH	45264		Various		Expense Payables	N				\$116.91
3.812	MOONSTONE HOLDINGS, LLC.		17940 Toledo Blade Blvd. Unit A			Port Charlotte	FL	33948		Various		Expense Payables	N				\$4,712.63
3.813	MOTHERS CAR WAX		5456 INDUSTRIAL DRIVE			HUNTINGTON BEACH	CA	92649		Various		Trade Payables	N				\$1,980.90
3.814	MOTOMART AUTO REPAIR		699 LAKE VIEW ROAD			CLEARWATER	FL	33756		Various		Trade Payables	N				\$131.31
3.815	MOUJAE INC		447 BRIDGE STREET			LOWELL	MA	01850		Various		Trade Payables	N				\$233.13
3.816	MOUNTAIN SPRINGS MOUNTAINEER GAS		1512 HOLLINS ROAD			ROANOKE	VA	24012		Various		Expense Payables	N				\$58.18
3.817	COMPANY		PO BOX 580211			CHARLOTTE	NC	28258		Various		Expense Payables	N				\$920.46
3.818	MOVERAS LLC		22 NORTHWESTERN DRIVE			SALEM	NH	03079		Various		Trade Payables	N				\$19,229.00
3.819	MP AND COMPANY LLC DBA; A		125 CAMBRIDGE STREET			CHARLESTOWN	MA	02129		Various		Trade Payables	N				\$61.41
3.820	MPH Enterprise LLC, .		Address On File							8/11/2022		Public Liability		X	X	X	Undetermined
3.821	MTA AUTOMOTIVE		5 N E 15TH ST			HOMESTEAD	FL	33030		Various		Trade Payables	N				\$102.24
3.822	MUNICIPAL AUTHORITY OF		WESTMORELAND COUNTY			GREENSBURG	PA	15601-0800		Various		Expense Payables	N				\$96.69
3.823	MUNICIPAL UTILITIES		195 MAIN ST			MARTINSVILLE	WV	26155		Various		Expense Payables	N				\$437.08

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3.824	MY FRIENDS A MECHANIC MYERS TIRE SUPPLY DISTRIBUTION		1100 WEST RIDGE RD			ROCHESTER	NY	14615		Various		Trade Payables	N				\$1,728.67
3.825	NASHA AUTO REPAIR		24377 NETWORK PLACE			CHICAGO	IL	60673-1243		Various		Trade Payables	N				\$761.80
3.826	NATIONAL AAMCO DEALERS ASSOCIATION		192 BELMONT AVE			HALEDON	NJ	07508		Various		Trade Payables	N				\$338.40
3.827	NATIONAL CAR MART INC		51 MONROE STREET, SUITE 1405			ROCKVILLE	MD	20850		Various		Expense Payables	N				\$1,875.95
3.828	NATIONAL FUEL		9255 BROOKPARK RD			PARMA	OH	44129		Various		Trade Payables	N				\$310.59
3.829	NATIONAL FUEL RESOURCES, INC.		PO BOX 371835			PITTSBURGH	PA	15250-7835		Various		Expense Payables	N				\$13,453.84
3.830	NATIONAL GRID		PO BOX 371810			PITTSBURGH	PA	15250-7810		Various		Expense Payables	N				\$1.42
3.831	NATIONAL GRID LI		PO BOX 371376			PITTSBURGH	PA	15250		Various		Expense Payables	N				\$9,328.97
3.832	NATIONAL GRID MA		PO BOX 371382			PITTSBURGH	PA	15250-7382		Various		Expense Payables	N				\$958.40
3.833	NATIONAL GRID MA GAS		PO BOX 371388			PITTSBURGH	PA	15250-7338		Various		Expense Payables	N				\$4,556.22
3.834	NATIONAL GRID NY		PO BOX 371388			PITTSBURGH	PA	15250-7338		Various		Expense Payables	N				\$9,995.54
3.835	NATIONAL RETAIL CENTER DBA NATIONAL SECURITY & FIRE ALARM		PO BOX 371416			PITTSBURGH	PA	15250-7416		Various		Expense Payables	N				\$4,580.32
3.836	NATIONAL SHUNT SERVICE LLC		3 MANHATTANVILLE ROAD			PURCHASE	NY	10577		Various		Expense Payables	N				\$7,268.14
3.837	Negron, Jose		65 NEWPORT AVENUE			EAST PROVIDENCE	RI	02916-2037		Various		Expense Payables	N				\$359.70
3.838	NEORS		6375 RIVERSIDE DRIVE SUITE 200			DUBLIN	OH	43017		Various		Expense Payables	N				\$4,000.00
3.839	NEORS		Address On File							9/19/2022		Workers Comp		X	X	X	Undetermined
3.840	NESTLE WATERS NORTH AMERICA		PO BOX 94550			CLEVELAND	OH	44101-4550		Various		Expense Payables	N				\$289.51
3.841	NEW ENGLAND ENGINE PRO		PO BOX 856192			LOUISVILLE	KY	40285-6192		Various		Expense Payables	N				\$304.71
3.842	NEW JERSEY AMERICAN WATER		81 Lafayette St			WORCESTER	MA	01608		Various		Trade Payables	N				\$58.77
3.843	NEW JERSEY AMERICAN WATER CO		BOX 371331			PITTSBURGH	PA	15250-7331		Various		Expense Payables	N				\$1,057.64
3.844	NEW PIG CORP		BOX 371331			PITTSBURGH	PA	15250-7331		Various		Expense Payables	N				\$129.18
3.845	Newell, Kenneth A	C/O Smith, Feddeler & Smith, P.A.	ONE PORK AVE			TIPTON	PA	16684-0304		Various		Trade Payables	N				\$2,321.50
3.846	NGK SPARK PLUGS (USA) INC		832 Florida Ave S			Lakeland	FL	33801				Public Liability		X	X	X	Undetermined
3.847	NICKSON INDUSTRIES INC.		PO BOX 514757 TERMINAL ANNEX			LOS ANGELES	CA	90051-4757		Various		Trade Payables	N				\$656,594.66
3.848	NICOSIA, Michael G	C/O Ferris, Connors	PO BOX 280,			INDIANA	PA	15701		Various		Trade Payables	N			X	\$20,648.41
3.849	NIELSEN CONSUMER LLC		3445 Winton Place Suite 112			Rochester	NY	14623				Public Liability		X	X	X	Undetermined
3.850	NILFISK-ADVANCE INC		85 Broad St			New York	NY	10004		Various		Expense Payables	N				\$7,090.00
3.851	NINJAONE LLC		DEPT 3251			DALLAS	TX	75312-3251		Various		Expense Payables	N				\$296.97
3.852	NITEO PRODUCTS LLC DEPT 5805		26750 US HIGHWAY 19 NORTH 510			CLEARWATER	FL	33761		Various		Expense Payables	N				\$40,800.00
3.853	NJ DIVISION OF FIRE SAFETY		P.O. BOX 11407			Birmingham	AL	35246-5805		Various		Trade Payables	N				\$29,712.60
3.854	NOLT'S AUTO PARTS - LANCASTER		PO BOX 809			TRENTON	NJ	08625-0809		Various		Expense Payables	N				\$1,827.00
3.855	NOLT'S AUTO PARTS- #1 - EPHRAT		1140A GARFIELD AVENUE			LANCASTER	PA	17601		Various		Trade Payables	N				\$2,703.84
3.856	NORTHEAST AUTO MACHINE, LLC		1500 LINCOLN HEIGHTS AVE			EPHRATA	PA	17522		Various		Trade Payables	N				\$1,897.95
3.857	Northeast Battery		404 TOLLAND STREET			EAST HARTFORD	CT	06108		Various		Trade Payables	N				\$888.94
3.858	NORTHEAST OHIO NATURAL GAS		240 Washington Street			Auburn	MA	01501		Various		Trade Payables	N				\$2,117.24
3.859	Northeast Sweepers and Rentals, Inc		PO BOX 74008596			CHICAGO	IL	60674		Various		Expense Payables	N				\$675.33
3.860	NORTHEAST TOOL DIST. LLC		16 Passaic Ave, Unit 9			Fairfield	NJ	07004		Various		Trade Payables	N				\$6,096.19
3.861	NORTHERN BATTERY		315 SOUTH ST			NEW BRITAIN	CT	06051		Various		Trade Payables	N				\$8,214.80
3.862	NW NATURAL		P O BOX 1222			LACROSSE	WI	54602-1222		Various		Trade Payables	N			X	\$868,659.76
3.863	NYSEG		PO BOX 6017			PORTLAND	OR	97228		Various		Expense Payables	N				\$1,003.15
3.864	NYTECH SUPPLY CO-E.S.D.		PO BOX 11863			NEWARK	NJ	07101-8163		Various		Expense Payables	N				\$461.64
3.865	O'Connor, John		PO BOX 847812			BOSTON	MA	02284		Various		Expense Payables	N				\$26,176.12
3.866	OAKMONT WATER AUTHORITY		PO BOX 180 2424 ROUTE 11			LAFAYETTE	NY	13084		Various		Trade Payables	N				\$445.02
3.867	OAKWOOD TRANSMISSION		Address On File							7/20/2022		Workers Comp		X	X	X	Undetermined
3.868			PO BOX 73			OAKMONT	PA	15139		Various		Expense Payables	N				\$57.96
3.869			PO BOX 328			OAKWOOD	VA	24631		Various		Trade Payables	N				\$2,685.41

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3.870	ODM TRANSMISSION TECH CO LTD		NO. 1000 CHANGSHENG ROAD			PINGHU DEVELOPMENT ZONE		314200	China	Various		Trade Payables	N			X	\$93,732.08
3.871	Odom, Thomas B		Address On File							5/23/2022		Workers Comp		X	X	X	Undetermined
3.872	ODonnell, Dennis R		Address On File							2/15/2022		Workers Comp		X	X	X	Undetermined
3.873	ODP BUSINESS SOLUTIONS, LLC		P.O. BOX 633204			CINCINNATI	OH	45263		Various		Expense Payables	N				\$1,314.99
3.874	OHIO EDISON		P O BOX 3687			AKRON	OH	44309-3687		Various		Expense Payables	N				\$385.23
3.875	OHIO VALLEY SECURITY LLC		326 5TH STREET			PARKERSBURG	WV	26101		Various		Expense Payables	N				\$308.88
3.876	OIL-DRI CORPORATION OF AMERICA		P O BOX 95980			CHICAGO	IL	60694		Various		Trade Payables	N				\$121,197.00
3.877	OKLAHOMA NATURAL GAS		PO BOX 219296			KANSAS CITY	MO	64121-9296		Various		Expense Payables	N				\$2,462.88
3.878	OLD WORLD INDUSTRIES LLC		PO Box 204549			Dallas	TX	75320-4549		Various		Trade Payables	N				\$493,051.00
3.879	OLVERA AUTO REPAIR		1300 ROCK ISLAND RD 100			IRVING	TX	75060		Various		Trade Payables	N				\$249.19
3.880	OMEGA INDUSTRIAL SERVICES INC		PO BOX 898			LITHIA SPRINGS	GA	30122		Various		Expense Payables	N				\$2,979.06
3.881	OMNILIFT		PO BOX 5027			WARMINSTER	PA	18974		Various		Expense Payables	N				\$4,862.23
3.882	ONE SOURCE AUTOS INC		11101 E VETERANS MEMORIA			LITHIA SPRINGS	GA	30122		Various		Trade Payables	N				\$373.69
3.883	ORANGE & ROCKLAND		PO BOX 1005			SPRING VALLEY	NY	10977		Various		Expense Payables	N				\$32,169.79
3.884	ORANGE AND ROCKLAND UTILITIES		PO BOX 1005			SPRING VALLEY	NY	10977		Various		Expense Payables	N				\$5,011.27
3.885	Orange County Utilities		PO BOX 105573			ATLANTA	GA	30348		Various		Expense Payables	N				\$0.45
3.886	Orendain, Rosario		Address On File							11/14/2022		Public Liability		X	X	X	Undetermined
3.887	ORLANDO UTILITIES COMMISSION		PO BOX 31329			TAMPA	FL	33631-3329		Various		Expense Payables	N				\$427.38
3.888	ORTIZ AUTO REPAIR		83 HUDSON AVE			SOUTHBRIDGE	MA	01550		Various		Trade Payables	N				\$126.56
3.889	ORWELL NATURAL GAS		PO BOX 74008599			CHICAGO	IL	60674-8599		Various		Expense Payables	N				\$1.54
3.890	OSRAM SYLVANIA INC		PO Box 2114			Carol Stream	IL	60132-2114		Various		Trade Payables	N				\$311,738.72
3.891	P & R		113 TROUTMAN ST			BROOKLYN	NY	11206		Various		Trade Payables	N				\$90.51
3.892	PALM BEACH CO WATER UTILITES		PO BOX 24740			WEST PALM BEACH	FL	33416-4740		Various		Expense Payables	N				\$34.93
3.893	PAPERLESS STAFFING		P.O. BOX 855917			MINNEAPOLIS	MN	55485-5917		Various		Expense Payables	N				\$11,731.50
3.894	PARKERSBURG UTILITY BOARD		PO BOX 1629			PARKERSBURG	WV	26102		Various		Expense Payables	N				\$166.25
3.895	PARTS CONCEPTS INC		PO BOX 225709			DALLAS	TX	75222-5709		Various		Trade Payables	N				\$41.38
3.896	PARTS DISTRIBUTING COMPANY		P O BOX 847139			DALLAS	TX	75284-7139		Various		Trade Payables	N				\$198,469.63
3.897	PARTS PLUS AUTOSTORES		P O BOX 2186			BINGHAMTON	NY	13902		Various		Trade Payables	N				\$220.52
3.898	PARTSTECH, INC.		PO BOX 98367			WASHINGTON	DC	20090-8300		Various		Expense Payables	N				\$17,092.39
3.899	Pasco Batteries		101 East Cedar Lane			Fruitland	MD	21826		Various		Trade Payables	N				\$47,460.43
3.900	PASCO COUNTY UTILITIES		PO BOX 2139			NEW PORT RICHEY	FL	34656-2139		Various		Expense Payables	N				\$2,179.01
3.901	PASCOAG UTILITY DISTRICT		PO BOX 1035			PROVIDENCE	RI	02901-1035		Various		Expense Payables	N				\$715.91
3.902	PC AUTO REPAIRS INC		301 ROOSEVELT AVE			SPRING VALLEY	NY	10977		Various		Trade Payables	N				\$224.15
3.903	PDO AUTO SUPPLY		240 North First Ave			Manville	NJ	08835		Various		Trade Payables	N				\$514.82
3.904	PDX NORTH, INC		P.O. BOX 329			ESSINGTON	PA	19029		Various		Trade Payables	N				\$30,975.18
3.905	PDX SOUTH, LLC		P.O. BOX 329			ESSINGTON	PA	19029		Various		Trade Payables	N				\$13,753.64
3.906	Pearl Tamayo	c/o Hall & Lampros LLP	400 Galleria Parkway	Suite 1150		Atlanta	GA	30339				Litigation		X	X	X	Undetermined
3.907	PECO ENERGY PAYMENT PROCESSING		PO BOX 37629			PHILADELPHIA	PA	19101-0629		Various		Expense Payables	N				\$5,614.95
3.908	PEERLESS CHAIN COMPANY		P.O. Box 4986			Lancaster	PA	17604		Various		Trade Payables	N				\$86,538.18
3.909	Penelac,		No address in claim file							9/28/2022		Public Liability		X	X	X	Undetermined
3.910	PENN POWER		PO BOX 3687			AKRON	OH	44309-3687		Various		Expense Payables	N				\$157.43
3.911	Penn, Kathryn		Address On File							6/1/2020		Public Liability		X	X	X	Undetermined
3.912	PENNSYLVANIA AMERICAN WATER		PO BOX 371412			PITTSBURGH	PA	15250		Various		Expense Payables	N				\$571.28
3.913	PENSKE TRUCK LEASING CO LP		P O BOX 827380			PHILADELPHIA	PA	19182-7380		Various		Expense Payables	N				\$103,666.89
3.914	PEOPLE READY, INC		P.O. BOX 740435			ATLANTA	GA	30374-0435		Various		Expense Payables	N				\$7,491.25
3.915	PEOPLES NATURAL GAS		PO BOX 644760			PITTSBURGH	PA	15264		Various		Expense Payables	N				\$17,049.09
3.916	PEPCO		PO BOX 13608			PHILADELPHIA	PA	19101		Various		Expense Payables	N				\$3,197.71
3.917	Perez, Dalgis		Address On File							12/6/2021		Public Liability		X	X	X	Undetermined
3.918	PERTRONIX, LLC		440 E ARROW HIGHWAY			SAN DIMAS	CA	91773		Various		Trade Payables	N				\$69.88
3.919	PETERSON MANUFACTURING COMPANY		P O BOX 410032			KANSAS CITY	MO	64141-0032		Various		Trade Payables	N				\$582.98
3.920	PETRO HOME SERVICES		PO BOX 70282			PHILADELPHIA	PA	19176		Various		Expense Payables	N				\$4,916.32
3.921	PEWAG, INC		600 W CROSSROADS PARKWAY			BOLINGBROOK	IL	60440		Various		Trade Payables	N				\$4,517.26

In re: IEH Auto Parts LLC
Case No. 23-9057
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.922	PGE		PO BOX 4438			PORTLAND	OR	97208-4438		Various		Expense Payables	N				\$403.12
3.923	Phelan, Rachael		No address in claim file							6/9/2022		Public Liability		X	X	X	Undetermined
3.924	PHELPS SECURITY INC.		PO BOX 770479			MEMPHIS	TN	38177-0479		Various		Expense Payables	N			X	\$9,712.26
3.925	PHILADELPHIA GAS WORKS		PO BOX 11700			NEWARK	NJ	07101		Various		Expense Payables	N				\$3,258.51
3.926	PHILADELPHIA, CITY OF		Address On File							11/23/2021		Public Liability		X	X	X	Undetermined
3.927	Phillips, Alan J		Address On File							1/4/2021		Workers Comp		X	X	X	Undetermined
3.928	Phillips, Katherine		Address On File							8/8/2022		Public Liability		X	X	X	Undetermined
3.929	PIEDMONT NATIONAL		PO BOX 890938			CHARLOTTE	NC	28289-0938		Various		Expense Payables	N				\$382.20
3.930	PIEDMONT NATURAL GAS		PO BOX 1246			CHARLOTTE	NC	28201-1246		Various		Expense Payables	N				\$10,478.98
3.931	Pierson, Dale		Address On File							2/21/2022		Public Liability		X	X	X	Undetermined
3.932	PINNACLE COMMUNICATIONS GROUP INC		PO BOX 2417			STOW	OH	44224		Various		Expense Payables	N				\$1,750.00
3.933	PIONEER INC		PO BOX 490			MARION	MS	39342-0490		Various		Trade Payables	N				\$372,373.72
3.934	PIONEER RIM & WHEEL COMPANY		P O BOX 581579			MINNEAPOLIS	MN	55458-1579		Various		Trade Payables	N				\$97.74
3.935	PIONEER SECURITY SYSTEMS INC		PO BOX 1130			SAND SPRINGS	OK	74063		Various		Expense Payables	N				\$69.50
3.936	Pisano, Anthony J		Address On File							10/21/2022		Workers Comp		X	X	X	Undetermined
3.937	PITTSBURGH SPRAY EQUIPMENT CO.		PO BOX 14536			PITTSBURGH	PA	15234		Various		Trade Payables	N				\$5,033.77
3.938	PLASTICOLOR MOLDED PRODUCTS		801 S ACACIA AVENUE			FULLERTON	CA	92831-5305		Various		Trade Payables	N				\$3,065.14
3.939	PLEWS/EDELMANN		PO Box 772069			Chicago	IL	60677-2069		Various		Trade Payables	N				\$139,369.67
3.940	PLZ Corp		7257 Solution Center			Chicago	IL	60677-7002		Various		Trade Payables	N				\$2,736.55
3.941	PONCE AUTOMOTIVE		9722 BROCKBANK DR			DALLAS	TX	75220		Various		Trade Payables	N				\$143.29
3.942	Poretta, Jenna		Address On File							10/17/2022		Public Liability		X	X	X	Undetermined
3.943	PORTLAND AIR FREIGHT TRANSPORTATION		PO BOX 730			SCARBOROUGH	ME	04070		Various		Expense Payables	N				\$6,164.81
3.944	POWER BRAKE EXCHANGE INC.		45 AFFONSO DRIVE			CARSON CITY	NV	89706		Various		Trade Payables	N				\$85,458.92
3.945	POWER SERVICE PRODUCTS INC.		PO BOX 679956			DALLAS	TX	75267-9956		Various		Trade Payables	N				\$20,380.00
3.946	POWER STOP LLC		6112 C W 73rd Street			CHICAGO	IL	60638		Various		Trade Payables	N				\$124,182.99
3.947	POWER TRAIN COMPONENTS		PO BOX 805			BRYAN	OH	43506		Various		Trade Payables	N				\$3,055.21
3.948	POWERS PAPER COMPANY INC		1000 ARMORY PLACE			BRANDENBURG	KY	40108		Various		Trade Payables	N			X	\$104,677.58
3.949	PPA AMIGOS AUTO SALES		5460 SUMMER AVE			MEMPHIS	TN	38134		Various		Trade Payables	N				\$270.44
3.950	PPA JP'S AUTO CARE INC		915 COUNTRY CLUB BLVD			CAPE CORAL	FL	33990		Various		Trade Payables	N				\$1,543.07
3.951	PPA MUNOZ AUTO REPAIR INC		199 20 STREET			BROOKLYN	NY	11232		Various		Trade Payables	N				\$602.09
3.952	PPA PELHAM USED CARS		140 PENNYFIELD AVE			BRONX	NY	10465		Various		Trade Payables	N				\$209.24
3.953	PPC LUBRICANTS		305 MICRO DRIVE			JONESTOWN	PA	17038		Various		Trade Payables	N				\$2,690.47
3.954	PPG INDUSTRIES INC		PO BOX 360175			PITTSBURGH	PA	15251-6175		Various		Trade Payables	N				\$147,720.19
3.955	PPL ELECTRIC UTILITIES		PO BOX 419054			SAINT LOUIS	MO	63141		Various		Expense Payables	N				\$373.71
3.956	PRECISION TUNE		8000 PULASKI HWY			ROSEDALE	MD	21237		Various		Trade Payables	N				\$132.05
3.957	PRECISION TUNE 030 40		7910 LAKE DR			LINO LAKES	MN	55014		Various		Trade Payables	N				\$152.25
3.958	PRECISION TUNE 107 18		3535 SATELLITE BLVD			DULUTH	GA	30096		Various		Trade Payables	N				\$95.03
3.959	PRECISION TUNE 107 21		1200 VETERANS MEMORIAL HW			MABLETON	GA	30126		Various		Trade Payables	N				\$56.03
3.960	PRECISION TUNE 107 43		1711 HIGHWAY 138 SE			CONYERS	GA	30013		Various		Trade Payables	N				\$405.12
3.961	PRECISION TUNE 107-40		3555 STONE MOUNTAIN HIGHW			SNELLVILLE	GA	30078		Various		Trade Payables	N				\$46.51
3.962	PRECISION TUNE AUTO CARE		3700 AUSTELL RD SW			MAERIETTA	GA	30008		Various		Trade Payables	N				\$331.45
3.963	PRECISION TUNE AUTO CARE/		55 EISENHOWER DR			HANOVER	PA	17331		Various		Trade Payables	N				\$103.50
3.964	PREMIER ASSET LOGISTICS		PO BOX 1127			DUBLIN	OH	43017		Various		Expense Payables	N				\$7,842.39
3.965	PRENCO PROGRESS ENG CO LTD		1135 SQUIRES BEACH ROAD			PICKERING	ON	L1W 3T9	Canada	Various		Trade Payables	N				\$3,022.98
3.966	PRESTIGE AUTOMOTIVE CENTE		904 SE 14TH AVE			CAPE CORAL	FL	33990		Various		Trade Payables	N				\$1,899.13
3.967	PRESTOLITE ELECTRIC INC		PO BOX 77043			CLEVELAND	OH	44194-7043		Various		Trade Payables	N				\$817.39
3.968	PRESTONE PRODUCTS		Dept. CH 14447			PALANTINE	IL	60055		Various		Trade Payables	N				\$43,682.34
3.969	PRIETO, REYNALDO		Address On File							10/11/2016		Workers Comp		X	X	X	Undetermined
3.970	PRIME AUTOMOTIVE PARTS CO.INC		P O BOX 790018			MIDDLE VILLAGE	NY	11379-0018		Various		Trade Payables	N				\$75,134.61

In re: IEH Auto Parts LLC
Case No. 23-90057
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.971	PRINT CHOICES		500 LAKE HAVASU AVE N SUITE D-104			LAKE HAVASU CITY	AZ	86403		Various		Expense Payables	N			X	\$4,547.40
3.972	PRO WAREHOUSE SERVICES, CORP.		66 SOUTH BAY AVENUE			FREEPORT	NY	11520		Various		Expense Payables	N				\$34,200.00
3.973	PROFESSIONAL AUTO CARE		2749 HARDING			WICHITA FALLS	TX	76305		Various		Trade Payables	N				\$235.27
3.974	PROFESSIONAL PARTS WAREHOUSE		SUITE B 2930 E. APPLE AVE			MUSKEGON	MI	49442		Various		Trade Payables	N				\$794.02
3.975	PROFLEX + DISTRIBUTION INC.		65 BRUNSWICK #110			DOLLARD-DES-ORMEAUX	QC	H9B 2N4	Canada	Various		Trade Payables	N				\$1,265.90
3.976	PROFORM PRODUCTS LTD		604 MCGEACHIE DRIVE			MILTON	ON	L9T 3Y5	Canada	Various		Trade Payables	N				\$5,362.79
3.977	PROTIVITI INC		12269 Collections Center Drive			Chicago	IL	60693		Various		Expense Payables	N				\$86,587.00
3.978	PROTOS SECURITY		P.O. BOX 625			DALEVILLE	VA	24083		Various		Expense Payables	N				\$4,710.02
3.979	PRUYN BEARINGS COMPANY INC.		3443 Bethlehem Pike			Souderton	PA	18944		Various		Trade Payables	N				\$900.32
3.980	PSE&G CO		PO BOX 14444			NEW BRUNSWICK	NJ	08906-4444		Various		Expense Payables	N				\$17,275.45
3.981	PTAC 050 19 SEVERNA		409 RITCHIE HWY			SEVERNA PARK	MD	21146		Various		Trade Payables	N				\$39.42
3.982	PUBLIC SERVICE COMPANY																
3.982	OF OK		PO BOX 371496			PITTSBURGH	PA	15250-7496		Various		Expense Payables	N				\$2,011.51
3.983	PUGET SOUND ENERGY		PO BOX 91269			BELLEVUE	WA	98009-9269		Various		Expense Payables	N				\$2,269.79
3.984	PURA FLO		PO BOX 690447			HOUSTON	TX	77269-0447		Various		Expense Payables	N				\$27.06
3.985	PYLON MANUFACTURING CORP.		8451 Solution Center			CHICAGO	IL	60677-8004		Various		Trade Payables	N				\$4,758.00
3.986	QUABBIN SERVICE CENTER		18 SARGEANT ST			BELCHERTOWN	MA	01007		Various		Trade Payables	N				\$581.75
3.987	QUAD INDUSTRIAL																
3.987	INVESTMENTS		425 WALNUT STREET STE 1200			CINCINNATI	OH	45202		Various		Expense Payables	N				\$1,414.90
3.988	QUALITY AUTO WORKS		17146 E COLONIAL DR			ORLANDO	FL	32820		Various		Trade Payables	N				\$529.56
3.989	QUALITY AUTOMOTIVE CO.		PO BOX 798092			ST. LOUIS	MO	63179-8000		Various		Trade Payables	N				\$38.99
3.990	QUENCH USA, INC		PO BOX 735777			DALLAS	TX	75373-5777		Various		Expense Payables	N				\$477.82
3.991	QUINONES, DELMA	C/O Bolden & Bonfiglio, LLC	40 Lowell St Suite 24			Peabody	MA	01960				Public Liability		X	X	X	Undetermined
3.992	R & L AUTO REPAIR		1331 W PINE ST			ORLANDO	FL	32805		Various		Trade Payables	N				\$174.17
3.993	R L SMITH GARAGE		RD 1 GLENVILLE RD			GLEN ROCK	PA	17327		Various		Trade Payables	N				\$36.06
3.994	R.A. Allen		505 Beachland Blvd			Vero Beach	FL	32963		Various		Trade Payables	N				\$1,801.80
3.995	RACING POWER COMPANY		815 TUCKER LANE			WALNUT	CA	91789		Various		Trade Payables	N				\$6,605.40
3.996	RACKSPACE US INC		PO BOX 730759			DALLAS	TX	75373-0759		Various		Expense Payables	N				\$72,202.78
3.997	RAHIM NATHOO		2601 K AVENUE			PLANO	TX	75074		Various		Expense Payables	N				\$0.73
3.998	Ralston Jr, George D		Address On File							12/6/2022		Workers Comp		X	X	X	Undetermined
3.999	Ramirez, Orlando A		Address On File							8/16/2021		Workers Comp		X	X	X	Undetermined
3.1000	RANDSTAD USA		PO BOX 7247-6655			PHILADELPHIA	PA	19170-6655		Various		Expense Payables	N			X	\$6,808.48
3.1001	RAUL'S AUTO REPAIR		1643 FOREST PKWY SUITE J			LAKE CITY	GA	30260		Various		Trade Payables	N				\$95.01
3.1002	RAYMOND ACCOUNTS																
3.1002	MANAGEMENT, INC.		22 SOUTH CANAL STREET			GREENE	NY	13778		Various		Expense Payables	N				\$53,287.94
3.1003	RAY'S APPLIANCE REPAIR		1101 3RD ST			LAS CRUCES	NM	88005		Various		Expense Payables	N				\$129.95
3.1004	READING AREA WATER		DRAWER I			CLAYTON	IN	46118		Various		Expense Payables	N				\$4,052.58
3.1005	AUTHORITY		PO BOX 3315			LANCASTER	PA	17604		Various		Expense Payables	N				\$77.90
3.1006	RECOCHEM INC.		850 Montee De Liesse			Montreal	QC	H4T 1P4	Canada	Various		Trade Payables	N				\$17,379.00
3.1007	REDCAP TECHNOLOGIES LLC		PO BOX 734264			DALLAS	TX	75373-4264		Various		Expense Payables	N				\$1,603.74
3.1008	REFRESHING GEORGIA, LLC		131 BELLS FERRY LANE			MARIETTA	GA	30066		Various		Expense Payables	N				\$129.74
3.1009	RENTOKIL PEST CONTROL		PO BOX 740608			CINCINNATI	OH	45274-0608		Various		Expense Payables	N				\$1,351.92
3.1010	RG&E		PO BOX 847813			BOSTON	MA	02284-7813		Various		Expense Payables	N				\$4,938.24
3.1011	RICHARD BAUER AND CO INC		88014 EXPEDITE WAY			CHICAGO	IL	60695-0014		Various		Expense Payables	N				\$58.32
3.1012	RICK'S OFF ROAD PLUS		15726 RT 322			CLARION	PA	16214		Various		Trade Payables	N				\$523.11
3.1013	Rideout, Nicole		Address On File							10/8/2021		Public Liability		X	X	X	Undetermined
3.1014	RIGO AUTO REPAIR		14761 ALABAMA AVE			WOODBRIIDGE	VA	22191		Various		Trade Payables	N				\$371.73
3.1015	Rivera, Arielle M		Address On File							5/17/2021		Workers Comp		X	X	X	Undetermined
3.1016	RIVERA, RAYMOND	C/O Udinson, Esq., Fr	PO Box 739			Richboro	PA	18954				Public Liability		X	X	X	Undetermined
3.1017	RIVER-ROADS DISTRIBUTING CO.		9010 HALL ST			ST. LOUIS	MO	63147		Various		Expense Payables	N				\$246.78
3.1018	RMH SYSTEMS		PO Box 3251			Omaha	NE	68103-0251		Various		Expense Payables	N				\$4,443.92
3.1019	ROAD RUNNER MUFFLER SHOP		1140 BAY ST			SPRINGFIELD	MA	01109		Various		Trade Payables	N				\$136.93
3.1020	ROANOKE GAS COMPANY		PO BOX 70848			CHARLOTTE	NC	28272-0848		Various		Expense Payables	N				\$2,551.50
3.1021	ROBERT GRAY'S SONS INC.		735 BROAD STREET			BEVERLY	NJ	08010		Various		Expense Payables	N				\$29,270.53
3.1022	ROBERTS AUTO CLINIC & TI		2 MASHAPOUG RD			HOLLAND	MA	01521		Various		Trade Payables	N				\$373.31

In re: IEH Auto Parts LLC
Case No. 23-90057
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.1023	ROBERTS TOOL AND SUPPLY CO.		280 MIDLAND AVENUE			SADDLE BROOK	NJ	07663		Various		Trade Payables	N				\$1,098.41
3.1024	ROCKDALE WATER RESOURCES		PO BOX 1378			CONYERS	GA	30012-1378		Various		Expense Payables	N				\$465.59
3.1025	Rodriguez Colon, Ramon	C/O Jay Nash, Esq	1107 Convery Blvd			Perth Amboy	NJ	08861				Public Liability		X	X	X	Undetermined
3.1026	Rodriguez, Ana	C/O Nash, Esq., Jay	1107 Convery Blvd			Perth Amboy	NJ	08861				Public Liability		X	X	X	Undetermined
3.1027	Rodriguez, Ana M	C/O Jay Nash, Esq	1107 Convery Blvd			Perth Amboy	NJ	08861				Public Liability		X	X	X	Undetermined
3.1028	Rodriguez, Angel	c/o Kessler Matura PC	534 Broadhollow Road	Suite 275		Melville	NY	11747				Litigation		X	X	X	Undetermined
3.1029	Rodriguez, Erasmo	c/o Kessler Matura PC	534 Broadhollow Road	Suite 275		Melville	NY	11747				Litigation		X	X	X	Undetermined
3.1030	Rodriguez, Victor J	C/O Adler, Marshall	1031 West Morse Boulevard STE 180			Winter Park	FL	32789				Public Liability		X	X	X	Undetermined
3.1031	ROM CORPORATION		PO BOX 74007145			CHICAGO	IL	60674-7145		Various		Trade Payables	N				\$397.94
3.1032	Romanyk, Myron		Address On File							12/5/2022		Workers Comp		X	X	X	Undetermined
3.1033	ROUTE 23 AUTOMALL		1301 RTE 23			BUTLER	NJ	07405		Various		Trade Payables	N				\$24,019.18
3.1034	ROUTE 247 TRUCK SALES		3451 RTE 247			CANADAIGUA	NY	14424		Various		Trade Payables	N				\$120.04
3.1035	Rowcliffe, Ronald L		Address On File							12/3/2019		Workers Comp		X	X	X	Undetermined
3.1036	RR DONNELLEY		PO BOX 538602			ATLANTA	GA	30353-8602		Various		Expense Payables	N				\$59,945.95
3.1037	RUST OLEUM		PO BOX 931946			CLEVELAND	OH	44193		Various		Trade Payables	N				\$51,792.25
3.1038	RUTHRAUFF SERVICES LLC		P.O. BOX 645404			PITTSBURGH	PA	15264-5404		Various		Expense Payables	N				\$351.45
3.1039	S & K ENTERPRISES INC		PO BOX 508			CLEAR LAKE	IA	50428		Various		Expense Payables	N				\$2,958.00
3.1040	S M ARNOLD INC.		7901 MICHIGAN AVENUE			ST LOUIS	MO	63111-3594		Various		Trade Payables	N				\$1,063.75
3.1041	S O S MAINTENANCE INC		P.O. BOX 601			BROOKLYN	NY	11237		Various		Expense Payables	N				\$1,716.00
3.1042	S.A. GEAR, INC.		7252 WEST 66TH STREET			BEDFORD PARK	IL	60638		Various		Trade Payables	N				\$766.79
3.1043	SAILPOINT TECHNOLOGIES INC		11120 FOUR POINTS DRIVE SUITE 100			AUSTIN	TX	78726-2118		Various		Expense Payables	N				\$48,120.00
3.1044	Salvazo, Michelle		No address in claim file							11/19/2022		Public Liability		X	X	X	Undetermined
3.1045	SAMMONS LAWN CARE		256 MALONE RD. N.			HERNANDO	MS	38632		Various		Expense Payables	N				\$1,105.00
3.1046	Sanchez, Luis	C/O Corradino & Pappa, LLC	955 Allwood Road			Clifton	NJ	07012				Public Liability		X	X	X	Undetermined
3.1047	Sanchez, Maria		Address On File							11/21/2022		Public Liability		X	X	X	Undetermined
3.1048	SANCHEZ, MAX		Address On File							4/9/2021		Public Liability		X	X	X	Undetermined
3.1049	Sanderbeck, James		Address On File							2/15/2022		Public Liability		X	X	X	Undetermined
3.1050	SANITATION EQUIPMENT CORP		80 FURLER STREET			Totowa	NJ	07512		Various		Trade Payables	N			X	\$1,413.71
3.1051	SANTÉE COOPER		PO BOX 188			MONCK'S CORNER	SC	29461		Various		Expense Payables	N				\$265.41
3.1052	Santiago, Heidi A		Address On File							3/11/2021		Workers Comp		X	X	X	Undetermined
3.1053	Sarasota County Utilities		PO BOX 313205			TAMPA	FL	33631-3320		Various		Expense Payables	N				\$263.04
3.1054	SAS SAFETY CORP.		3031 GARDENIA AVE			LONG BEACH	CA	90807		Various		Trade Payables	N				\$28,836.48
3.1055	Satellite Tune, Inc.		3535 Satellite Blvd			Duluth	GA	30136		Various		Expense Payables	N				\$0.84
3.1056	SAXONBURG AREA AUTHORITY		420 WEST MAIN STREET			SAXONBURG	PA	16056		Various		Expense Payables	N				\$68.00
3.1057	Schiller, Linda B		Address On File							10/18/2022		Workers Comp		X	X	X	Undetermined
3.1058	SCHUMACHER ELECTRIC CORP		P.O. Box 88471			CHICAGO	IL	60680-1471		Various		Trade Payables	N				\$4,758.57
3.1059	Schutzman, David	C/O Naurmann, Ryan	2945 Banksville Road Suite 200			Pittsburgh	PA	15216				Public Liability		X	X	X	Undetermined
3.1060	SCHWARTZ AUTO PARTS INC		703 CENTRAL AVE SUITE 206 510 NORTH CHESTNUT STREET			JOHNSTOWN	PA	15902		Various		Trade Payables	N				\$264.11
3.1061	SEA FOAM SALES COMPANY		DEPT CH 17092			CHASKA	MN	55318		Various		Trade Payables	N				\$294,962.84
3.1062	SEASTAR SOLUTIONS		17776 TOLEDO BLADE BLVD			PALATINE	IL	60055-7092		Various		Trade Payables	N				\$18,317.96
3.1063	SECURITY ALARM CORP		PO BOX 601868			PORT CHARLOTTE	FL	33948		Various		Expense Payables	N				\$28.89
3.1064	SEM PRODUCTS INC		40 CHENANGO ST			CHARLOTTE	NC	28260-1868		Various		Trade Payables	N				\$80,570.65
3.1065	SENTRY ALARMS LLC		487 KENMORE AVE			BINGHAMTON	NY	13901		Various		Expense Payables	N				\$77.76
3.1066	SERVICE DRIVE INC		1330 Wall Avenue			TONAWANDA	NY	14223		Various		Trade Payables	N				\$227.09
3.1067	Service Master					Pitcairn	PA	15140		Various		Expense Payables	N				\$2,140.13
3.1068	SEVEN CORNER CHEVRON AUTO		3015 PATRICK HENRY DR			FALLS CHURCH	VA	22044		Various		Trade Payables	N				\$60.76
3.1069	Seymour of Sycamore, Inc.		917 Crosby Ave.			Sycamore	IL	60178		Various		Trade Payables	N				\$54,735.98
3.1070	Sharma, Ankita		Address On File							5/17/2022		Public Liability		X	X	X	Undetermined
3.1071	SHARPLINE CONVERTING, INC.		1520 S TYLER RD, P.O. BOX 9608			WICHITA	KS	67277		Various		Trade Payables	N				\$4,732.07
3.1072	SHEBOYGAN WATER UTILITY		72 PARK AVENUE			SHEBOYGAN	WI	53081		Various		Expense Payables	N				\$237.45
3.1073	SHENTEL		PO BOX 740573			CINCINNATI	OH	45274-0573		Various		Expense Payables	N				\$56.06
3.1074	Sheridan Park Fire District No 4		Address On File							10/11/2022		Public Liability		X	X	X	Undetermined
3.1075	SHI INTERNATIONAL CORP		PO BOX 952121			DALLAS	TX	75395-2121		Various		Expense Payables	N				\$435,457.06
3.1076	SHIELDS, NYLER		Address On File							5/11/2021		Public Liability		X	X	X	Undetermined
3.1077	Shields, Nyler	C/O Morgan & Morgan	80 Monroe Avenue	Suite 900		Memphis	TN	38103				Public Liability		X	X	X	Undetermined
3.1078	SHOPPAS MATERIAL HANDLING		PO BOX 156329			FT WORTH	TX	76155-0329		Various		Expense Payables	N				\$1,695.84

In re: IEH Auto Parts LLC
Case No. 23-90057
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.1079	SKF USA INC		PO BOX 74007487			CHICAGO	IL	60674		Various		Trade Payables	N				\$13,987.20
3.1080	SKYLINE AUTOMOTIVE		45149 ST RT 78			WOODSFIELD	OH	43793		Various		Trade Payables	N				\$240.69
3.1081	SMART LLC DBA CHEMICAL GUYS		3501 SEPULVEDA BLVD			TORRANCE	CA	90505		Various		Trade Payables	N				\$6,472.00
3.1082	SMITH AND HOWARD PC		271 17TH ST NW 1600			ATLANTA	GA	30363		Various		Expense Payables	N				\$1,805.00
3.1083	Smith, Bruce E		Address On File							11/5/2021		Workers Comp		X	X	X	Undetermined
3.1084	SMITTY'S SUPPLY INC.		P O BOX 2728			Hammond	LA	70404		Various		Trade Payables	N				\$102,527.67
3.1085	SMP TEMPERATURE CONTROL DIV.		1801 WATERS RIDGE DRIVE			Lewisville	TX	75057		Various		Trade Payables	N				\$110,339.21
3.1086	SNYDER MOTOR INC.		9491 W 1300 N			DEMOTTE	IN	46310		Various		Trade Payables	N				\$0.14
3.1087	Snyder, Richard		No address in claim file							7/13/2022		Public Liability		X	X	X	Undetermined
3.1088	Solazzi, Edward		Address On File							10/7/2022		Public Liability		X	X	X	Undetermined
3.1089	SOLIANT CONSULTING INC		14 N PEORIA ST			CHICAGO	IL	60607		Various		Expense Payables	N				\$21,025.20
3.1090	SOLV-TEC		75 N Main Street			Medford	NJ	08055		Various		Trade Payables	N				\$4,141.20
3.1091	SONSIO MANAGEMENT INC		PO BOX 16788			GOLDEN	CO	80402-6012		Various		Expense Payables	N				\$29,404.84
3.1092	SOPUS PRODUCTS		P O BOX 7247 6236			PHILADELPHIA	PA	19170-6236		Various		Trade Payables	N				\$28,068.78
3.1093	SOPUS PRODUCTS-SHELL/PENNZOIL		P O BOX 7247 6236			PHILADELPHIA	PA	19170-6236		Various		Trade Payables	N				\$815,430.18
3.1094	SOUTH BRUNSWICK TWP		PO BOX 190			MONMOUTH	NJ	08852		Various		Expense Payables	N				\$21.05
3.1095	South Jersey Gas		PO BOX 6091			BELLMAWR	NJ	08099-6091		Various		Expense Payables	N				\$781.51
3.1096	Southern Tune & Lube, Inc.		1200 Veterans Memorial Parkway			Mableton	GA	30126		Various		Expense Payables	N				\$0.73
3.1097	Spaceman, LLC		5021 BALL PARK ROAD			THOMASVILLE	NC	27360		Various		Expense Payables	N				\$1,350.00
3.1098	SPECIALTY AUTO PARTS USA		26708 GROESBECK HIGHWAY			WARREN	MI	48089		Various		Trade Payables	N				\$5,002.34
3.1099	SPECIALTY PRODUCTS COMPANY		4045 Specialty Place			LONGMONT	CO	80504		Various		Trade Payables	N				\$785.66
3.1100	SPECTRA PREMIUM MOBILITY		39531 TREASURY CENTER			CHICAGO	IL	60694-9500		Various		Trade Payables	N				\$317,544.29
3.1101	SPEE DEE DELIVERY SERVICE INC		PO BOX 1417			SAINT CLOUD	MN	56302-1417		Various		Trade Payables	N				\$1,459.67
3.1102	SPEEDWAY AUTO REPAIR		2595 NW 37TH ST			MIAMI	FL	33142		Various		Trade Payables	N				\$115.64
3.1103	SPLASH PRODUCTS INC		200 1380 CORPORATE CENTER CURVE			EAGAN	MN	55121		Various		Trade Payables	N				\$187,949.80
3.1104	SPRING VALLEY MOBIL		189 ROUTE 59			SPRING VALLEY	NY	10977		Various		Trade Payables	N				\$173.73
3.1105	STANDARD MOTOR PRODUCTS INC.		37-18 NORTHERN BLVD. 6TH FLOOR			LONG ISLAND CITY	NY	11101		Various		Trade Payables	N			X	\$6,265,961.52
3.1106	STANS AUTOMOTIVE REPAIR		17 TOWNLINE RD			WOLCOTT	CT	06716		Various		Trade Payables	N				\$114.76
3.1107	STAPLES INC		PO BOX 105748			ATLANTA	GA	30348-5748		Various		Expense Payables	N				\$83,968.43
3.1108	STAR BRITE DISTRIBUTING INC.		4041 SW 47TH AVENUE			FT. LAUDERDALE	FL	33314		Various		Trade Payables	N				\$238.77
3.1109	STATE OF COLORADO		1525 SHERMAN STREET, 3RD FL			DENVER	CO	80203		Various		Expense Payables	N				\$0.55
3.1110	STEPKA CORP		27 TAUNTON STREET			PLAINVILLE	MA	02762		Various		Expense Payables	N				\$108.00
3.1111	Stevens, Sandra K		Address On File							9/9/2022		Workers Comp		X	X	X	Undetermined
3.1112	STEWART & STEVENSON		PO Box 950, Route 17 South			Lodi	NJ	07644		Various		Trade Payables	N				\$10,085.20
3.1113	STONER Incorporated		1070 ROBERT FULTON HIGHWAY PO BOX 6			QUARRYVILLE	PA	17566		Various		Trade Payables	N				\$2,618.25
3.1114	STONY POINT AUTO CARE INT		139 NO LIBERTY ST			STONY POINT	NY	10980		Various		Trade Payables	N				\$314.63
3.1115	STRATEGIC SYSTEMS AND TECHNOLOGY CO		3325 PADDOCKS PARKWAY - SUITE 250			SUWANEE	GA	30024		Various		Expense Payables	N				\$334.75
3.1116	SUBURBAN PROPANE		PO BOX F			WHIPPANY	NJ	07981-0405		Various		Expense Payables	N				\$1,747.63
3.1117	SUEZ WATER NEW JERSEY		PO BOX 371804			PITTSBURGH	PA	15250-7804		Various		Expense Payables	N				\$130.92
3.1118	SULLIVAN TIRE CO.		PO BOX 370			ROCKLAND	MA	02370		Various		Trade Payables	N			X	\$22,272.55
3.1119	Summit Racing		1200 Southeast Avenue			Tallmadge	OH	44278		Various		Expense Payables	N				\$2,237.84
3.1120	SUNBELT RENTALS		PO BOX 409211			ATLANTA	GA	30384-9211		Various		Expense Payables	N				\$4,404.82
3.1121	SUPERCLEAN BRANDS LLC		SUITE 107 1380 CORPORATE CENTER CUR			EAGAN	MN	55121		Various		Trade Payables	N				\$800.39
3.1122	SUPERIOR AUTOMOTIVE		PO BOX 744360			ATLANTA	GA	30374-4360		Various		Trade Payables	N				\$1,200.52
3.1123	SUPERIOR DISTRIBUTORS		4 MIDLAND AVENUE			ELMWOOD PARK	NJ	07407		Various		Trade Payables	N				\$1,311.99
3.1124	SUPERIOR PLUS ENERGY SERVICES INC		PO BOX 981045			BOSTON	MA	02298		Various		Expense Payables	N				\$1,591.98
3.1125	Supply Chain Solutions LLC		2300 Sittler Street, Bldg 685			Memphis	TN	38114		Various		Expense Payables	N			X	\$3,431.91
3.1126	SUPPLY ONE, INC.		PO BOX 74007651			CHICAGO	IL	60674-7651		Various		Expense Payables	N				\$13,162.17
3.1127	SUPPLYONE, INC		PO BOX 74007651			CHICAGO	IL	60674-7651		Various		Expense Payables	N				\$7,435.75
3.1128	Suren, Litza V	C/O Ruder, Andrew	2005 Market Street 18th Floor			Philadelphia	PA	19103				Public Liability		X	X	X	Undetermined
3.1129	Suspension Specialists, Inc.		229 BRIGHTON AVE			ALLSTON	MA	02134		Various		Trade Payables	N			X	\$8,042.78

In re: IEH Auto Parts LLC
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Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.1130	Sutter, James R		Address On File							6/13/2022		Workers Comp					Undetermined
3.1131	SYMTECH CORPORATION		524 SE TRANSPORT DR			LEES SUMMIT	MO	64081		Various		Trade Payables	N				\$13.08
3.1132	TALUS CORP		299 PRESUMPCOT ST			PORTLAND	ME	04103		Various		Trade Payables	N				\$1,143.19
3.1133	TAMBO BODY REPAIR		822 SOUTH WEST ST			JACKSON	MS	39211		Various		Trade Payables	N				\$960.92
3.1134	TAMPA ELECTRIC		PO BOX 31318			TAMPA	FL	33631-3318		Various		Expense Payables	N				\$1,126.21
3.1135	Taylor, Kenyetta L	C/O Thompson, Seth	1227 E Fortification St			Jackson	MS	39202				Public Liability		X	X	X	Undetermined
3.1136	TECH INC.		P O BOX 411834			KANSAS CITY	MO	64141-1834		Various		Trade Payables	N				\$14,087.86
3.1137	TECHNICAL CHEMICAL COMPANY		P O BOX 910142			DALLAS	TX	75391-0142		Various		Trade Payables	N				\$55,160.24
3.1138	TENAFLY CHRYSLER JEEP		95 COUNTY ROAD			TENEFLY	NJ	07670		Various		Trade Payables	N				\$16.44
3.1139	TENNANT SALES AND SERVICE CO		PO BOX 71414			CHICAGO	IL	60694-1414		Various		Trade Payables	N				\$3,404.94
3.1140	TERMINIX SERVICE INC		PO BOX 2627			COLUMBIA	SC	29202		Various		Expense Payables	N				\$50.00
3.1141	TEST RITE PRODUCTS CORP		6F NO 23 HSIN HU 3RD RD			ONTARIO	ON	114	Canada	Various		Trade Payables	N			X	\$284,254.31
3.1142	TEWKSBURY CENTER MOBIL		1040 MAIN ST			TEWKSBURY	MA	01876		Various		Trade Payables	N				\$110.24
3.1143	TEXAS GAS SERVICE		PO BOX 219913			KANSAS CITY	MO	64121-9913		Various		Expense Payables	N				\$1,766.55
3.1144	TFORCE FINAL MILE LLC		12837 Collection Center Drive			CHICAGO	IL	60693-0128		Various		Expense Payables	N				\$227,060.71
3.1145	TGCOP HOLDCO LLC		2200 ATLANTIC STREET 6TH FLOOR			STAMFORD	CT	06902		Various		Expense Payables	N				\$31,555.97
3.1146	THE CHEMOURS COMPANY FC LLC		PO Box 3558			Carol Stream	IL	60132-3558		Various		Trade Payables	N				\$159,213.60
3.1147	THE CITY OF DALLAS		Dallas City Hall, Room 3FN			Dallas	TX	75201		Various		Expense Payables	N				\$100.00
3.1148	THE CITY OF DAYTONA BEACH		PO BOX 311			Daytona Beach	FL	32115-0311		Various		Expense Payables	N				\$1,703.11
3.1149	THE EAGLE LEASING COMPANY		PO Box 923			Orange	CT	06477-0923		Various		Expense Payables	N				\$9,661.03
3.1150	THE GARDNER WATER DEPARTMENT		95 PLEASANT STREET CITY HALL ROOM			GARDNER	MA	01440		Various		Expense Payables	N				\$143.49
3.1151	THE HUNTINGTON NATIONAL BANK		PO BOX 77077			MINNEAPOLIS	MN	55480-7777		Various		Expense Payables	N				\$3,996.82
3.1152	THE MASTERS AUTO SHOP		2000 PULASKI HIGHWAY			EDGEWOOD	MD	21040		Various		Trade Payables	N				\$136.57
3.1153	THE SOUND PRESS		PO BOX 43531			CINCINNATI	OH	45243		Various		Expense Payables	N				\$15,500.00
3.1154	THE TIMKEN CORPORATION		28838 Network Place			Chicago	IL	60673-1288		Various		Trade Payables	N				\$31,309.48
3.1155	THE YORK WATER COMPANY		130 E MARKET STREET 335 MADDISON AVENUE 12TH FLOOR			YORK	PA	17405		Various		Expense Payables	N				\$126.79
3.1156	THOMPSON HINE LLP		1230 RUDELL ROAD SE			NEW YORK	NY	10017-4611		Various		Expense Payables	N				\$132,551.44
3.1157	THURSTON PUD		200 Suffolk Avenue			LACEY	WA	98503		Various		Expense Payables	N				\$418.18
3.1158	TINKER AUTO PARTS		1091 Suffolk Avenue			Brentwood	NY	11717		Various		Trade Payables	N				\$221.03
3.1159	TINKER EAST AUTO PARTS		2880 GILCHRIST RD			Brentwood	NY	11717		Various		Trade Payables	N				\$895.02
3.1160	TIRE CENTERS LLC		PO Box 353			AKRON	OH	44305		Various		Trade Payables	N				\$1,641.88
3.1161	TLC Services Inc		PO BOX 742596			Forest Hill	MD	21050		Various		Expense Payables	N				\$250.00
3.1162	T-MOBILE USA INC.		1920 LINWOOD AVENUE			CINCINNATI	OH	45274-2596		Various		Expense Payables	N				\$24,508.36
3.1163	TOLOCO CORP		5308 ASHTON CT			TOLEDO	OH	43604		Various		Trade Payables	N				\$1,188.01
3.1164	TOM DIONS AUTOMOTIVE REPA		83 HARBOR ROAD			SARASOTA	FL	33401		Various		Trade Payables	N				\$694.39
3.1165	TONSA AUTOMOTIVE INC		204 9TH ST			PORT WASHINGTON	NY	11050		Various		Trade Payables	N				\$4,088.93
3.1166	TOP NOTCH AUTO REPAIR		11 DELAVERGNE AVE			BROOKLYN	NY	11215		Various		Trade Payables	N				\$1,057.91
3.1167	TOP NOTCH AUTOMOTIVE		5713 CENTER LANE			WAPPINGERS FALLS	NY	12590		Various		Trade Payables	N				\$335.88
3.1168	TORINO AUTO BODY		Address On File			FALLS CHURCH	VA	22041		Various		Trade Payables	N				\$974.67
3.1169	Torres, Dariana		42 W.GENESEE ST							12/21/2021		Public Liability		X	X	X	Undetermined
3.1170	TOTAL PERFORMANCE AND		281 PHELPS LANE RM 19			LOCKPORT	NY	14094		Various		Trade Payables	N				\$367.68
3.1171	TOWN OF BABYLON		COLLECTOR OF REVENUE			NORTH BABYLON	NY	11703-4045		Various		Expense Payables	N				\$807.83
3.1172	TOWN OF MANCHESTER		14 Hill St			BOSTON	MA	02284		Various		Expense Payables	N				\$48.40
3.1173	TOWN OF NORTHBRIDGE		P.O. BOX 823			Whitinsville	MA	01588		Various		Expense Payables	N				\$65.00
3.1174	TOWN OF NORTHBRIDGE DPW - WATER DIV		206 W MAIN STREET			READING	MA	01867-0406		Various		Expense Payables	N				\$19.76
3.1175	TOWN OF PLAINFIELD UTILITIES		PO BOX 456			PLAINFIELD	IN	46168		Various		Expense Payables	N				\$1,268.54
3.1176	TOWN OF RISING SUN		41 ELM STREET			RISING SUN	MD	21911		Various		Expense Payables	N				\$200.73
3.1177	TOWN OF SOUTHBRIDGE		PO BOX 9722			SOUTHBRIDGE	MA	01550		Various		Expense Payables	N				\$245.20
3.1178	Town of Stratford		PO BOX 341			STRATFORD	CT	06615-9122		Various		Expense Payables	N				\$464.97
3.1179	TOWN OF WARRENTON					WARRENTON	VA	20188		Various		Expense Payables	N				\$92.41
3.1180	TOWNSHIP OF MOORESTOWN		111 W 2ND STREET			MOORESTOWN	NJ	08057		Various		Expense Payables	N				\$3,970.50

In re: IEH Auto Parts LLC
Case No. 23-90057
Schedule E/F, Part 2
Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim
3.1181	TOWNSHIP OF UNION		1976 MORRIS AVENUE			UNION	NJ	07083		Various		Expense Payables	N				\$310.35
3.1182	TPG PLASTICS LLC		PO BOX 212			CHANNAHON	IL	60410-0212		Various		Trade Payables	N			X	\$9,074.28
3.1183	TRANSOURCE		PO BOX 60005			CHARLOTTE	NC	28260-0005		Various		Expense Payables	N				\$5,487.44
3.1184	TRANSTAR AUTOBODY TECHNOLOGIES		280 INDUSTRIAL BLVD			SHELL LAKE	WI	54871		Various		Trade Payables	N				\$15,457.56
3.1185	Tri State Truck Center, Inc		PO BOX 933275 TAT LOCKBOX			CLEVELAND	OH	44193		Various		Trade Payables	N			X	\$197,853.65
3.1186	TRICO PRODUCTS		PO Box 2208			Decatur	AL	35609-2208		Various		Trade Payables	N				\$35,047.63
3.1187	TRILOGY AUTO REPAIR		PO BOX 74007323			CHICAGO	IL	60674		Various		Trade Payables	N			X	\$1,573,156.09
3.1188	TRIPLE R TRUCK PARTS		1209 OLD HOPEWELL RD			TAMPA	FL	33619		Various		Trade Payables	N				\$2,661.50
3.1189	TRIOUS INC		1915 CHESTER PIKE			EDDYSTONE	PA	19022		Various		Trade Payables	N				\$818.15
3.1190	TRONCALLI CHRYSLER JEEP DODGE		PO BOX 158			BOHEMIA	NY	11716		Various		Trade Payables	N			X	\$1,562.13
3.1191	TRUE VALUE COMPANY		818 ATLANTA HIGHWAY			CUMMING	GA	30040		Various		Trade Payables	N			X	\$12,758.59
3.1192	Trump, Cyndi		PO BOX 3316			BOSTON	MA	02241-3316		Various		Trade Payables	N				\$27,831.24
3.1193	TRUST FILTERS		Address On File			NEW YORK	NY	10005		1/13/2022		Public Liability		X	X	X	Undetermined
3.1194	TURN 14 DISTRIBUTION		INT DIST USA 99 WALL ST STE 2001			HORSHAMP	PA	19044		Various		Trade Payables	N				\$2,774.29
3.1195	Turner, Sharay L	C/O Steven Bridge, Esq.	SUITE 100 100 TOURNAMENT DRIVE			JACKSONVILLE	FL	32202		Various		Trade Payables	N				\$2,888.12
3.1196	TURTLE WAX INC		10 West Adams Street			DALLAS	TX	75320-6000		Various		Public Liability		X	X	X	Undetermined
3.1197	TUSCALOOSA TIRE AND SERV		P.O. BOX 206000			DALLAS	TX	75320-6000		Various		Trade Payables	N				\$17,829.12
3.1198	TUSTIN MECHANICAL SERVICES OF		515 SKYLAND BLVD			TUSCALOOSA	AL	35405		Various		Expense Payables	N				\$0.76
3.1199	TUTHILL TRANSFER SYSTEMS		9003 YELLOW BRICK ROAD, SUITE K			BALTIMORE	MD	21237		Various		Expense Payables	N				\$1,117.75
3.1200	TUXEDO DISTRIBUTORS LLC		P O BOX 75822			CHICAGO	IL	60675-5822		Various		Trade Payables	N				\$14,115.83
3.1201	TW TELECOM		8320 E HWY 67			ALVARADO	TX	76009		Various		Trade Payables	N				\$39,742.00
3.1202	TWINCO/ROMAX		PO BOX 910182			DENVER	CO	80291-0182		Various		Expense Payables	N				\$1,249.79
3.1203	TWO SIXTY AUTO REPAIR INC		P.O. BOX 74008910			CHICAGO	IL	60674		Various		Trade Payables	N				\$2,466.42
3.1204	U.S. PROTECTIVE SERVICES		270 ROUTE 9W			HAVERSTRAW	NY	10927		Various		Trade Payables	N				\$105.73
3.1205	UCI ALBANY		750 W. RESOURCE DRIVE			CLEVELAND	OH	44131		Various		Expense Payables	N				\$116.83
3.1206	ULINE		2 NORMAN DRIVE			ALBANY	NY	12205-4722		Various		Trade Payables	N				\$1,132.72
3.1207	UNIFIRST CORPORATION		PO BOX 88741			CHICAGO	IL	60680-1741		Various		Expense Payables	N				\$10,208.71
3.1208	UNIFIRST FIRST AID CORP		2085 BRIGHTON HENRIETTA RD			ROCHESTER	NY	14623		Various		Expense Payables	N				\$2,089.92
3.1209	UNIFORM MASTERS		3499 RIDER TRAIL SOUTH			ST LOUIS	MO	63045		Various		Expense Payables	N				\$45.77
3.1210	UNITED AUTO SUPPLY		3276 DEMOCRAT ROAD 1			MEMPHIS	TN	38118		Various		Expense Payables	N				\$588.81
3.1211	UNITED REMANUFACTURING CO. INC		PO BOX 890			SYRACUSE	NY	13209		Various		Trade Payables	N				\$13,162.47
3.1212	UNITIL		9550 Soreng Ave			Schiller Park	IL	60176		Various		Trade Payables	N				\$4,968.95
3.1213	UNITY MANUFACTURING CO.		PO BOX 981077			BOSTON	MA	02298-1077		Various		Expense Payables	N			X	\$6,725.99
3.1214	UNIVERSAL BRAKE		PO BOX 92029			CHICAGO	IL	60675-2029		Various		Trade Payables	N				\$674.02
3.1215	UNIVERSAL ENVIRONMENTAL SERVICES		1276 PAYSPIRE CIRCLE			CHICAGO	IL	60674		Various		Trade Payables	N				\$2,967.93
3.1216	U-POL US INC		411 DIVIDEND DRIVE			PEACHTREE CITY	GA	30269		Various		Expense Payables	N				\$1,575.00
3.1217	UPS		108 Commerce Way			Easton	PA	18040		Various		Trade Payables	N				\$7,254.48
3.1218	USPS		PO BOX 809488			CHICAGO	IL	60680-9488		Various		Trade Payables	N				\$3,198.23
3.1219	UTILITIES COMMISSION CITY OF		475 L'Enfant Plaza Sw			Washington D.C.	D.C.	20260		Various		Expense Payables	N				\$13,993.34
3.1220	V & N AUTO REPAIR		PO BOX 100			NEW SMYRNA BEACH	FL	32170		Various		Expense Payables	N				\$810.99
3.1221	V I ENTERPRISES LTD-GLENS FALL		2820 INDEPENDENCE AVE			KANSAS CITY	MO	64120		Various		Trade Payables	N				\$76.48
3.1222	V I ENTERPRISES LTD-SARATOGA		259 WARREN ST			GLENS FALLS	NY	12801		Various		Trade Payables	N				\$386.38
3.1223	V I ENTERPRISES-WARRENSBURG		819 RT 67			BALLSTON SPA	NY	12020		Various		Trade Payables	N				\$238.09
3.1224	V/WF Dept of Water Supply		7 STEWART FERRAS AVE			WARRENSBURG	NY	12885		Various		Trade Payables	N				\$11.03
3.1225	VACO LLC		WARRENSBURG WAPPINGERS FALLS			WARRENSBURG	NY	12590		Various		Expense Payables	N				\$174.85
3.1226	VALDES, OLGA M		P.O. BOX 667			BRENTWOOD	TN	37024		Various		Expense Payables	N				\$14,413.75
3.1227	Valdez-Beltre, Dania		Address On File							6/14/2021		Public Liability		X	X	X	Undetermined
3.1228	VALMAR		Address On File							3/24/2022		Public Liability		X	X	X	Undetermined
3.1229	Valois, Ricardo	C/O NJ Workers' Compensation Board	PO BOX 951905			Dallas	TX	75395-1905		Various		Trade Payables	N				\$224.27
3.1230	VALVOLINE INC.		2582 SOUTH AVE			Jersey City	NJ	07306				Public Liability		X	X	X	Undetermined
3.1231	VANDALIA AUTO PARTS		BANK OF NEW YORK MELLON			PITTSBURGH	PA	15251-6155		Various		Trade Payables	N				\$396,019.21
3.1232			125 KENBROOK DRIVE			VANDALIA	OH	45377		Various		Trade Payables	N				\$274.98

In re: IEH Auto Parts LLC
Case No. 23-90057
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Creditors Who Have NONPRIORITY Unsecured Claims

Line	Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent	Unliquidated	Disputed	Amount of claim	
3.1233	Vaughn, Dawn M	C/O Virginia WC Compensation Commission	333 E. Franklin St			Richmond	VA	23219				Public Liability			X	X	X	Undetermined
3.1234	VECTOR SECURITY		PO BOX 89462			CLEVELAND	OH	44101-6462		Various		Expense Payables	N			X		\$3,708.23
3.1235	VECTREN ENERGY DELIVERY		PO BOX 1423			HOUSTON	TX	77251		Various		Expense Payables	N					\$26,583.83
3.1236	VELVAC		BIN NO 53052			MILWAUKEE	WI	53288-0052		Various		Trade Payables	N					\$26,662.65
3.1237	VERIZON		PO BOX 660720			DALLAS	TX	75266-0720		Various		Expense Payables	N					\$1.99
3.1238	Vickers, Adrian L	C/O Garland, Aimee	13031 W Linebaugh Ave Ste 102			Tampa	FL	33626				Public Liability			X	X	X	Undetermined
3.1239	VILLAGE OF ARCADE		17 CHURCH STREET			ARCADE	NY	14009		Various		Expense Payables	N					\$1,709.68
3.1240	VILLAGE OF BAINBRIDGE		33 W MAIN ST			BAINBRIDGE	NY	13733		Various		Expense Payables	N					\$82.04
3.1241	Village of Fishkill Water Dept		1095 MAIN ST			FISHKILL	NY	12524		Various		Expense Payables	N					\$69.68
3.1242	VILLAGE OF GREEN ISLAND		20 Clinton Street			Green Island	NY	12183		Various		Expense Payables	N					\$982.39
3.1243	Village of Pomeroy, .		Address On File							11/10/2022		Public Liability			X	X	X	Undetermined
3.1244	VILLAGE OF WALTON		21 NORTH STREET			WALTON	NY	13856		Various		Expense Payables	N					\$76.07
3.1245	VILLAGE OF WELLSVILLE		23 NORTH MAIN ST			WELLSVILLE	NY	14895		Various		Expense Payables	N					\$77.90
3.1246	VILLAGE OF WHITNEY POINT		2612 LIBERTY POINT PO BOX 729			WHITNEY POINT	NY	13862		Various		Expense Payables	N					\$231.00
3.1247	VILLAGE OF WOODSFIELD OHIO		WOODSFIELD UTILITY OFFICE			WOODSFIELD	OH	43793		Various		Expense Payables	N					\$1,107.58
3.1248	Villegas, Wellington P		Address On File							1/4/2021		Workers Comp			X	X	X	Undetermined
3.1249	VINTAGE PARTS		PO BOX 376			BEAVER DAM	WI	53916-0376		Various		Trade Payables	N					\$307.63
3.1250	VIRGINIA NATURAL GAS VISCIANO		PO BOX 5409			CAROL STREAM	IL	60197-5409		Various		Expense Payables	N					\$693.91
3.1251	BROS/MORNINGSTAR A/P		224 MORNINGSTAR RD			STATEN ISLAND	NY	10303		Various		Trade Payables	N					\$475.10
3.1252	VISKON-AIRE CORP		410 WINFIELD AVENUE			SALISBURY	MD	21801		Various		Trade Payables	N					\$2,264.25
3.1253	Vivoni, Omar		Address On File							1/18/2023		Public Liability			X	X	X	Undetermined
3.1254	VUOLO, DONNA M		Address On File							8/20/2021		Workers Comp			X	X	X	Undetermined
3.1255	W T AUTO ELECTRONIC		57 WALNUT ST			PEABODY	MA	01960		Various		Trade Payables	N					\$720.00
3.1256	WABCO USA, LLC		1220 PACIFIC DRIVE			AUBURN HILLS	MI	48326		Various		Trade Payables	N					\$2,440.99
3.1257	WAGEWORKS, INC.		1100 PARK PLACE, SUITE 400			SAN MATEO	CA	94403		Various		Expense Payables	N					\$893.60
3.1258	WALKER MANUFACTURING COMPANY		3864 Solutions Center			CHICAGO	IL	60677-3008		Various		Trade Payables	N				X	\$4,277,458.58
3.1259	WALLER, TASIR		Address On File							11/1/2021		Public Liability			X	X	X	Undetermined
3.1260	WARREN AUTO REPAIR		1553 AZALEA GARDEN RD			NORFOLK	VA	23502		Various		Trade Payables	N					\$115.18
3.1261	WARREN DISTRIBUTION		SDS 12 1799 PO BOX 86			MINNEAPOLIS	MN	55486-1799		Various		Trade Payables	N			X		\$7,575,042.07
3.1262	WARREN OIL COMPANY INC		PO BOX 1431 DEPT #238			CHARLOTTE	NC	28201-1431		Various		Trade Payables	N					\$399,321.00
3.1263	WARRENTON FOREIGN CAR, INC.		76 BROADVIEW AVENUE			WARRENTON	VA	20186		Various		Expense Payables	N					\$892.02
3.1264	WASHINGTON GAS		PO BOX 37747			PHILADELPHIA	PA	19101-5047		Various		Expense Payables	N					\$14,982.27
3.1265	Wastequip, LLC		PO Box 603035			Charlotte	NC	28260-3035		Various		Trade Payables	N					\$419.14
3.1266	WATER AUTHORITY OF DICKSON		101 COWAN RD			DICKSON	TN	37055-2459		Various		Expense Payables	N					\$103.26
3.1267	WATERFORD WATER & SEWER		PO BOX 118			WATERFORD	OH	45786		Various		Expense Payables	N					\$43.10
3.1268	Watt, Atal	c/o Pechman Law Group PLLC	488 Madison Ave.	17th Floor		New York	NY	10022				Litigation			X	X	X	Undetermined
3.1269	WD-40 COMPANY		P O BOX 601092			PASADENA	CA	91189-1092		Various		Trade Payables	N					\$6,898.71
3.1270	WEGMANN AUTOMOTIVE USA INC		P O BOX 403528			ATLANTA	GA	30384-3528		Various		Trade Payables	N					\$17,047.92
3.1271	WELLER AUTO		2596 RIVER RD			ELLWOOD CITY	PA	16117		Various		Trade Payables	N					\$206.87
3.1272	WELLS FARGO EQUIPMENT FINANCE		PO BOX 77101			MINNEAPOLIS	MN	55480-7101		Various		Expense Payables	N					\$19,563.76
3.1273	West Penn Power		ALLEGHENY ENERGY			AKRON	OH	44309		Various		Expense Payables	N					\$415.99
3.1274	WESTERN VIRGINIA WATER		1502 BROWNLEE AVE SE			ROANOKE	VA	24014		Various		Expense Payables	N					\$1,029.94
3.1275	WETHERILL ASSOCIATES INC		P.O. BOX 735859			DALLAS	TX	75373-5859		Various		Trade Payables	N					\$21,383.54
3.1276	Wheel-Check		1601 Bayview Ave PO Box 43519			Toronto	ON	M4G 3B5	Canada	Various		Trade Payables	N					\$3,317.70
3.1277	Wheels Assured Logistics LLC		PO Box 47364			Indianapolis	IN	46247		Various		Expense Payables	N					\$30,675.66
3.1278	WHI SOLUTIONS INC.		26534 NETWORK PLACE			CHICAGO	IL	60673-1265		Various		Expense Payables	N					\$92,336.28
3.1279	White, Steven		Address On File							9/20/2022		Workers Comp			X	X	X	Undetermined
3.1280	WILKINSBURG PENN JOINT		WATER AUTHORITY			WILKINSBURG	PA	15221-1193		Various		Expense Payables	N					\$133.23
3.1281	WILMAR CORPORATION		20413 59TH PL SOUTH SUITE 160			KENT	WA	98032		Various		Trade Payables	N			X		\$1,785,469.63
3.1282	WILSON AUTO SERVICE		4 MILL RD			HATFIELD	PA	19440		Various		Trade Payables	N					\$334.52
3.1283	Wilson, Tina	C/O THE STUBBS LAW FIRM, PLLC (TERRELL STUBBS)	120 West Court Avenue			Mendenhall	MS	39114				Public Liability			X	X	X	Undetermined
3.1284	WINDSTREAM		PO BOX 9001908			LOUISVILLE	KY	40290-1908		Various		Expense Payables	N					\$16,216.04
3.1285	WINDSTREAM OHIO, INC.		PO BOX 9001908			LOUISVILLE	KY	40290-1908		Various		Expense Payables	N					\$1.20
3.1286	WINDWARD PETROLEUM		PO BOX 90339			CHICAGO	IL	60696-0339		Various		Trade Payables	N					\$49,210.68
3.1287	WINTON AUTO		227 E HWY 70			WAURIKA	OK	73573		Various		Trade Payables	N					\$92.90

In re: IEH Auto Parts LLC
Case No. 23-90057
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Creditors Who Have NONPRIORITY Unsecured Claims

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3.1288	WISCONSIN PUBLIC SERVICE		PO BOX 6040			CAROL STREAM	IL	60197		Various		Expense Payables	N				\$779.36
3.1289	WM BARR AND COMPANY INC		PO Box 637687			Cincinnati	OH	45263-7687		Various		Trade Payables	N				\$19,205.83
3.1290	WMOA/WJAW-FM RADIO		925 LANCASTER STREET			MARIETTA	OH	45750		Various		Expense Payables	N			X	\$920.00
3.1291	Wojcik, Richard R	C/O Schwartz, Esq., Art	405 Candlewood Commons Building 4			Howell	NJ	07731				Public Liability		X	X	X	Undetermined
3.1292	WOOD BROTHERS RACING		21 PERFORMANCE DRIVE			STUART	VA	24171		Various		Expense Payables	N				\$6,000.00
3.1293	WOODIE LEES TIRE & AUTO		28097 CLEVELAND AVE			PUNTA GORDA	FL	33982		Various		Trade Payables	N				\$269.94
3.1294	WOODY STORAGE GARAGE		48 SW 4 ST			HOMESTEAD	FL	33030		Various		Trade Payables	N				\$351.79
3.1295	WPJWA		2200 ROBINSON BLVD			WILKINSBURG	PA	15221-1193		Various		Expense Payables	N				\$246.57
3.1296	XCEL ENERGY		PO BOX 9477			MINNEAPOLIS	MN	55484		Various		Expense Payables	N				\$1,756.75
3.1297	XEROX CORPORATION		PO BOX 7405			PASADENA	CA	91109-7405		Various		Expense Payables	N				\$36,296.59
3.1298	X-Pert Paint Mixing Systems		PO Box 130100			Roseville	MN	55113-0001		Various		Expense Payables	N				\$1,799.00
3.1299	XTRA LEASE		P.O. BOX 219562			KANSAS CITY	MO	64121-9562		Various		Expense Payables	N				\$625.95
3.1300	ZEP SALES & SERVICE/ZEP INC		PO BOX 3338			BOSTON	MA	02241-3338		Various		Trade Payables	N				\$6,529.32
3.1301	ZOCCO, MARK L	C/O Murphy, Laudati, Kiel & Rattigan, LLC	PO Box 93			Granby	CT	06035				Public Liability		X	X	X	Undetermined
3.1302	ZUNI AUTO REPAIRS		1148 CLOSE AVE			BRONX	NY	10472		Various		Trade Payables	N				\$1,225.37
TOTAL:																	\$134,038,154.78

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
IEH AUTO PARTS HOLDING LLC, <i>et al.</i> , ¹	§	Case No. 23-90054 (CML)
	§	
Debtors.	§	(Jointly Administered)
	§	

**OLAYA Z. GOODMAN'S OPPOSED
MOTION FOR LIMITED RELIEF FROM THE AUTOMATIC STAY**

THIS IS A MOTION FOR RELIEF FROM THE AUTOMATIC STAY. IF IT IS GRANTED, THE MOVANT MAY ACT OUTSIDE OF THE BANKRUPTCY PROCESS. IF YOU DO NOT WANT THE STAY LIFTED, IMMEDIATELY CONTACT THE MOVING PARTY TO SETTLE. IF YOU CANNOT SETTLE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY AT LEAST 7 DAYS BEFORE THE HEARING. IF YOU CANNOT SETTLE, YOU MUST ATTEND THE HEARING. EVIDENCE MAY BE OFFERED AT THE HEARING AND THE COURT MAY RULE.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

THERE WILL BE A HEARING ON THIS MATTER ON JULY 13, 2023 AT 10:00 AM IN COURTROOM 401, 515 RUSK, HOUSTON, TX 77002.

TO THE HONORABLE CHRISTOPHER M. LOPEZ, UNITED STATES BANKRUPTCY JUDGE:

COMES NOW Olaya Z. Goodman (the "Movant"), creditor and party-in-interest in the above-referenced bankruptcy cases, and files this *Motion for Limited Relief from the Automatic Stay* (the "Motion") pursuant to 11 U.S.C. § 362(d) requesting that the stay be lifted so that Movant may proceed with litigation against Debtor IEH Auto Parts LLC ("IEH") and its insurance carriers,

¹ The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtors' service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.

and to pursue enforcement of any future judgment solely against the insurance companies. In support of this Motion, the Movant respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider the motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The relief requested may be granted pursuant to 11 U.S.C. § 362(d)

BACKGROUND

2. On January 31, 2023 (the "Petition Date"), IEH Auto Parts Holdings LLC, and its affiliates (the "Debtors"), filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the "Bankruptcy Cases").

3. Pre-petition on May 18, 2018, Movant filed a verified complaint and summons (the "Verified Complaint") naming IEH and Nathaniel James Miranda as Defendants in the Bronx Supreme Court (the "Trial Court") under Index No. 25861/2018E (the "Civil Action"). A copy of the Verified Complaint is attached hereto as **Exhibit 1**.

4. In the Civil Action, Movant alleges she was seriously and permanently injured in an auto collision on February 8, 2018, in the State of New York. The collision occurred when a vehicle, owned by IEH and driven by Nathaniel James Miranda, caused a collision with a vehicle which Movant was operating. At the time of the collision, Nathaniel James Miranda was an employee of IEH.

5. Pre-petition, IEH's and its driver's liability was established by the Trial Court with summary judgment issued in Movant's favor. A true and correct copy of the Trial Court's Order Granting Partial MSJ Against IEH Auto Parts LLC (the "MSJ Order") is attached hereto as **Exhibit 2**.

6. On December 8, 2022, the Supreme Court of the State of New York Appellate

Division, First Judicial Department (the “Appellate Court”) entered an Order Affirming the MSJ Order, finding that the defendants were liable given there was no dispute that IEH’s employee hit Movant’s Access-A-Ride bus in the rear and that Movant did not contribute to the accident. A true and correct copy of the Appellate Court’s Order Affirming the MSJ Order is attached hereto as **Exhibit 3**.

7. The claims asserted in the Civil Action arise under non-bankruptcy law and can be most expeditiously resolved in the non-bankruptcy forum. Prior to the bankruptcy filing, the parties agreed to mediate the question of damages and had agreed upon a mediator.

8. Upon information and belief, IEH has available insurance coverage to cover the claims asserted by Movant in the Civil Action. Specifically, Movant’s claim is covered by a primary auto liability insurance policy issued with IEH as a named insured by Ace American Insurance Company Policy Number ISA H2515552A (the “Auto Policy”). A true and correct copy of the Auto Policy is attached hereto as **Exhibit 4**. In addition, to the extent that the amount of Movant’s claim exceeds the liability limit of the Auto Policy, her claim may also be covered by IEH’s umbrella/excess liability insurance policy issued by Navigators Insurance Company Policy Number NY17EXC9192121V (the “Excess Policy” and collectively with the² Auto Policy, the “Policies”). A redacted copy of the Endorsements of the Excess Policy is attached hereto as **Exhibit 5**. Furthermore, the IEH’s Certificate of Liability Insurance (the “Certificate”) during the period shows the insurers affording coverage, including both of the Policies. A true and correct copy of the Certificate is attached hereto as **Exhibit 6**.

9. The Policies and Certificate were provided to Movant by counsel for IEH.

RELIEF REQUESTED

10. The automatic stay of 11 U.S.C. § 362 prohibits Movant from proceeding against

² Counsel for Movant has requested a copy of the entire Excess Policy from counsel for the Debtors. As of the filing of this Motion, the Debtors have not yet provided Movant with the full Excess Policy. Movant reserves the right to supplement this Motion with a full copy of the Excess Policy or any other exhibit.

IEH in the Civil Action without first obtaining relief from the automatic stay.

11. Movant seeks limited relief from the automatic stay to proceed under non-bankruptcy law to enforce her remedies to proceed to final judgment in the Civil Action, including claims for any available insurance coverage, with the understanding that the stay remains in effect with respect to enforcements of any judgment against the Debtors or property of the Debtors' bankruptcy estates.

12. The term "cause" used in 11 U.S.C. § 362(d)(1) is not defined in the Code and whether cause exists must be determined on a case-by-case basis. Allowing a matter to proceed in another forum may constitute cause. *In re Murray Indus., Inc.*, 121 B.R. 635 (Bankr. M.D. Fla. 1990).

13. The Bankruptcy Code gives the court broad discretion to provide appropriate relief from the automatic stay as may fit the facts of a particular case. *Atkins v. Atl. Ambul. Assocs. (In re Atl. Ambul. Assocs.)*, 166 B.R. 613 (Bankr. E.D. Va. 1994).

14. Movant argues that liquidation of her claims is necessary "to determine tort liability and the value of the claims against the Debtor's estate." See *In re Bock Laundry Machine Co.*, 37 B.R. 564 (Bankr. N.D. Ohio, 1984) (The automatic stay provision was "never intended to preclude a determination of tort liability and the attendant damages.").

15. In determining whether to lift the automatic stay to allow litigation against a debtor to proceed outside the bankruptcy court, a judge should determine: (1) if lifting the stay will result in any great prejudice to the debtor or the bankruptcy estate; (2) if hardship to a non-debtor of continuation of the stay outweighs any hardship to debtor; and (3) if the creditor has a probability of prevailing on the merits of the case. *In re Namazi*, 106 B.R. 93 (Bankr. E.D. Va. 1989). See also *In re Curtis*, 40 B.R. 795 (Bankr. D. Utah 1984); *Sonnax Indus.*, 907 F.2d 1280 (2d Cir. 1990); *In re U.S. Brass Corp.*, 176 B.R. 11, 13 (Bankr. E.D. Tex. 1994); *In re Fowler*, 259 B.R. 856 (Bankr. E.D. Tex. 2001).

16. Not all factors may be relevant to each case. Further, the decision to lift the stay may be upheld on judicial economy grounds alone. See *In re U.S. Brass Corp.*, 176 B.R. at 13 (citing *Packerland Packing Co. v. Griffith Brokerage Co. (In re Kemble)*, 776 F.2d 802, 807 (9th Cir. 1985)).

17. In this case, several of the factors are relevant and all weigh heavily in favor of lifting the stay so that the Movant can proceed with the Civil Action.

A. Lifting The Stay to Allow the Civil Action to Proceed will Completely Resolve the Issues Between the Debtor and the Movant

18. This Court can allow for complete resolution of the issues between the Movant and IEH by lifting the automatic stay. As liability has already been determined in favor of the Movant, if the Court lifts the stay and allows Movant to proceed and litigate her claims to conclusion, Movant's claim will be liquidated.

19. Furthermore, Movant is agreeable with waiving any distribution from the Debtors' bankruptcy estates, other than the insurance proceeds, provided the stay is lifted to allow Movant to pursue the pending Civil Action or any related enforcement actions against the insurers.

B. Lifting The Stay Will Not Interfere with The Bankruptcy Estates

20. The fact that the Civil Action will not interfere with the Bankruptcy Case also supports lifting the stay. Movant seeks to liquidate her claims in the Civil Action to recover under the applicable insurance policies. "Numerous Courts have permitted the stay to be lifted when the Movant is simply seeking to establish the fact and amount of the Debtor's liability and, as in these cases the Movant has stipulated that any recovery will be sought from the Debtor's insurer or a co-defendant." *In re Magnafici*, 16 B.R. 246, 250-51 (Bankr. N.D. Ill. 1981). In such cases, "there can be no legitimate complaint that the estates will be dissipated by allowing the litigation to move forward." *Santa Fe Minerals, Inc. v. BEPCO, L.P. (In re 15375 Mem'l Corp.)*, 382 B.R. 652, 689 (Bankr. D. Del. 2008) ("Where, as here, the Plaintiffs have agreed that they will not seek any

recovery from estate assets, there is no basis for continuing the automatic stay.”); *Admiral Ins. Co., v. Grace Indus. (In re Grace Indus.)*, 341 B.R. 399, 405 (Bankr. E.D.N.Y. 2006); see also *In re Todd Shipyards Corp.*, 92 B.R. 600 (Bankr. D.N.J. 1988) (“Since the Movants only seek to litigate their claims and obtain proceeds through the IEH’s available insurance coverage and do not seek relief from the stay in order to attach the property of the Debtors, such relief does not interfere with the bankruptcy proceedings.”).

21. The Business Auto Declarations for the Auto Policy show that there is a limit of \$3,000,000 coverage for any accident. The policy has a “Fronted Reimbursement of Deductible” endorsement. A fronted reimbursement deductible gives the insurer a pre-petition claim as it arises as of the date of the claimant’s injury and is not a true deductible. The insurer is obligated under the policy and then has a claim against the Debtors for the fronted reimbursement deductible. As such, allowing for the determination of the Movant damages claim in the current pending litigation, which the Debtors never removed or sought to transfer to the Southern District of Texas, is appropriate. Further, it will aid in preventing inconsistencies between courts given the insurer’s proof of claim, in part, would include the amount of the fronted reimbursement claim. But, the fact that the insurer has a claim against the Debtors should not prohibit Movant from liquidating her damages claim in the Civil Action where the court is more experienced in personal injury claims and New York law. In addition, doing so would not interfere with the bankruptcy estates.

22. Movant’s damages claim exceeds the coverage limits of the Auto Policy. As noted above, on information and belief, IEH also has the Excess Policy which provides coverage for the Movant’s claim.

23. To ensure that lifting the automatic stay would not interfere with the Debtors’ bankruptcy estates, Movant is agreeable with waiving any distribution from the Debtors’ bankruptcy estates, other than the insurance proceeds, provided the stay is lifted to allow Movant

to pursue the pending Civil Action or any related enforcement actions against the insurers.

C. The Debtor Has Available Insurance Coverage Through Its Insurance Carrier

24. The next relevant factor is whether a debtor has applicable insurance coverage and if an insurance carrier has assumed responsibility for defending the circuit court litigation. If so, then lifting the stay to allow the Civil Action to proceed will not prejudice a debtor. Upon information and belief, based upon discovery conducted in the Civil Action, the IEH has primary and excess/umbrella policy coverage for the periods in which the claims filed by Movant took place. The same insurer has retained defense counsel who is defending the case and with whom Movant will negotiate possible resolutions.

D. Not Modifying the Automatic Stay Will Impose Substantial Hardships On Movant That Far Outweigh Any Hardships On The Debtors

25. Movant will be harmed by delaying the Civil Action. The mere existence of a bankruptcy action does not deny the Movant the opportunity to prosecute her case. *In re Bock Laundry Mach. Co.*, 37 B.R. 564, 566-67 (Bankr. N.D. Ohio 1984). In fact, Courts have found that making a Plaintiff wait to prosecute a claim puts them at a considerable disadvantage due to the preservation of evidence and loss of witnesses, as well as the length of time to receive a final award. *Id.* Therefore, Courts often lift the stay under 11 U.S.C. § 362(d) and allow plaintiffs to recover under any applicable insurance policy coverage. *Id.*

26. Allowing the Civil Action to proceed will cause no harm to the Debtors or to their bankruptcy estates. As the legislative history of 11 U.S.C. § 362 shows “it will often be more appropriate to permit proceedings to continue in their place of origin, when no great prejudice to the bankruptcy estate would result, in order to leave the parties to their *chosen forum and to relieve the bankruptcy court from any duties that may be handled elsewhere.*” *In re Lamberjack*, 149 B.R. 467, 470 (Bankr. N.D. Ohio 1992) (citing Senate Report No. 989, 95th Cong., 2d Sess., 50) (emphasis added).

27. Because no harm will befall the Debtors, and because Movant would be severely prejudiced by delaying her wrongful death claim, modifying the automatic stay here is appropriate.

E. Alternative Request for Relief

28. On June 13, 2023, Movant filed her *Objection of Olaya Z. Goodman to (1) Confirmation of Second Amended Joint Plan of Liquidation of IEH Auto Parts Holding LLC and its Debtor Affiliates and (2) Final Approval of Second Amended Disclosure Statement of IEH Auto Parts Holding LLC and its Debtor Affiliates* [Docket No. 697] (the “Objection”).

29. If and to the extent the Plan, or any subsequently amended or modified Plan, is confirmed which does not provide Movant with the authority to proceed with her claims in the Civil Action then the Movant requests that this Motion, alternatively, be considered as a motion for relief from any injunctive relief in the confirmation order or Plan.

CONCLUSION

30. “The automatic stay was never intended to preclude a determination of tort liability and the attendant damages. It was merely intended to prevent a prejudicial dissipation of a Debtor’s assets. A lifting of the stay to allow Movant to determine liability will not affect the estates. It will only allow the Movant to establish the amount of her claim. In this respect, a relief from the stay will not violate the purpose for which it was imposed.” *In re Bock Laundry Mach. Co.*, 37 B.R. at 567. Movant further believes the interests of judicial economy will be served by lifting the stay to permit the Civil Action to proceed, and, if successful, proceed against IEH’s insurers for an award of damages.

31. For the reasons stated above, the Movant herein requests that this Court grant her Motion.

WHEREFORE, Movant hereby requests that this Court enter an Order granting relief from the automatic stay imposed by 11 U.S.C. § 362 permitting the Movant to proceed in the Civil Action and to proceed against any insurance coverage of IEH.

Dated: June 14, 2023

Respectfully submitted:

/s/ Deirdre Carey Brown

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CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that I corresponded via email with Veronica Polnick, counsel for the Debtors, on May 23, 2023, regarding the requested relief sought herein. The Debtors have indicated that they are opposed to the relief sought herein.

/s/ Deirdre Carey Brown

Deirdre Carey Brown

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Motion was served to the parties listed below either via e-mail, electronic notice by the court's ECF noticing system, or by first-class mail pre-paid postage and via ECF notification on all parties entitled to ECF notification in this case on June 14, 2023.

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/s/ Deirdre Carey Brown

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