

01-1906-CD
CHRISTINA M. LEWIS -vs- TRAVELERS PROPERTY CASUALTY COMPANIES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CHRISTINA M. LEWIS,
formerly known as
CHRISTINA M. WILLIAMS,
Plaintiffs

vs.

TRAVELERS PROPERTY
CASUALTY COMPANIES,
Defendant

No. 01 - 1906 - CD

Type of Case: Civil

Type of Pleading: PETITION TO
COMPEL ARBITRATION

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
Andrew P. Gates, Esquire

Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED

NOV 20 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CHRISTINA M. LEWIS, formerly
known as CHRISTINA M. WILLIAMS,
Plaintiff

-vs-

TRAVELERS PROPERTY CASUALTY
COMPANIES,
Defendant

:
: No. 01-1906 -CD
:
:
:
:
:
:

RULE

AND NOW, this 20th day of November, 2001,
upon consideration of the attached Petition, a Rule is hereby
issued upon Defendant, TRAVELERS PROPERTY CASUALTY COMPANIES, to
Show Cause why the Petition should not be granted. Rule
Returnable the 10th day of December, 2001, for
filing written response.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU
WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING
PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY
ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR
OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU, YOU ARE WARNED
THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND
AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER
NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU
MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU
DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE
THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL
HELP.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641

FILED

BY THE COURT

John K. Reilly Jr.

NOV 20 2001

WAS
of
0/332/112 atty
William A. Shaw
Prothonotary *W. Shaw*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CHRISTINA M. LEWIS, formerly :
known as CHRISTINA M. WILLIAMS, : No. 01-1906 -CD
Plaintiff :
-vs- :
TRAVELERS PROPERTY CASUALTY :
COMPANIES, :
Defendant :

PETITION TO COMPEL ARBITRATION

NOW COMES, Plaintiff, CHRISTINA M. LEWIS, formerly known as CHRISTINA M. WILLIAMS, seeking an Order from this Honorable Court compelling TRAVELERS PROPERTY CASUALTY COMPANIES, Defendant herein, to arbitrate her underinsurance claim (hereinafter "UIM Claim") pursuant to 42 Pa.C.S.A. §7301 et seq. and in support thereof avers the following:

1. Plaintiff, Christina M. Lewis, formerly known as Christina M. Williams, is an individual who is presently serving in the United States Army and is temporarily stationed in El Paso, Texas, with a mailing address of P. O. Box 16182, El Paso, Texas 79906.

2. Defendant, Travelers Property Casualty Companies (hereafter "Travelers"), is a corporation, believed to be incorporated under the laws of the State of Delaware, and which does business in the Commonwealth of Pennsylvania and otherwise maintains an office in Altoona, Blair County, Pennsylvania, with a mailing address of P. O. Box 821, Altoona, PA 16603.

3. Defendant Travelers is in the business, inter

alia, of issuing automobile insurance policies.

4. On January 27, 2000, Defendant Travelers issued to Blair E. Williams, father of Christina M. Lewis, formerly known as Christina M. Williams, an automobile insurance policy (Policy No. 0085742801011), including several endorsements (all of which are attached hereto and made a part hereof as Exhibit "A") for the period of January 27, 2000 through July 27, 2000 which had UIM limits of \$15,000.00 per vehicle which are "stackable" since there were three vehicles covered under said policy.

5. On the date the aforementioned automobile insurance policy was issued, Plaintiff, (then being known as Christina M. Williams, now known as Christina M. Lewis by virtue of her marriage in June 2001) was a named insured on the policy issued by Defendant Travelers to her father. Attached hereto and made a part hereof as Exhibit "G" is a copy of the computer printout for Policy No. 0085742801011 which shows Christina Williams as a named insured.

6. On February 18, 2000, Plaintiff was involved in an automobile accident in Decatur Township, Clearfield County, Pennsylvania, wherein she suffered personal injuries as a result of the collision involving an underinsured motor vehicle driven by Margaret Caprio.

7. The aforementioned Margaret Caprio was solely responsible for said accident of February 18, 2000 which

negligence of said tortfeasor is summarized and memorialized in the Pennsylvania State Police Accident Report regarding the aforementioned accident, a copy of which is attached hereto and made a part hereof as Exhibit "B".

8. Since the date of the aforementioned accident, Plaintiff has resolved her personal injury claim versus the aforementioned underinsured motorist by settling for the policy limits held by said underinsured motorist with Erie Insurance Company with prior notice of said settlement having been given to Defendant Travelers and Defendant Travelers having given Plaintiff their consent to settle.

9. Thereafter, since Plaintiff was driving an automobile owned by her fiancée at the time of the accident, she settled her "UIM claim" versus the insurance carrier insuring her fiancée's automobile, namely, State Farm Mutual Insurance Company, for the UIM policy limits.

10. Under Endorsement A37041 of the Travelers Policy on which Plaintiff was a named insured at the time of the automobile accident of February 18, 2000, said Endorsement contained an uninsured motorist arbitration provision but was silent as to any arbitration provision regarding any UIM claim between the Plaintiff, insured, and Defendant, Travelers. A photocopy of the relevant portions of Endorsement A37041 is attached hereto and made a part hereof as Exhibit "C".

11. Plaintiff and Defendant Travelers have been unable to agree as to the amount of bodily injury damages sustained by Plaintiff, being Defendant Traveler's insured, in the motor vehicle accident of February 18, 2000, for which underinsurance coverage is provided under Travelers' Policy No. 0085742801011 and which was in force on February 18, 2000.

12. Plaintiff, through her attorney by letter to Defendant Travelers' claim representative dated September 13, 2001, demanded her "UIM claim" proceed to arbitration. A copy of said attorney's letter dated September 13, 2001 and the certified mail receipt evidencing delivery of said letter to Travelers Claim Representative is attached hereto and made a part hereof collectively as Exhibit "D".

13. Defendant Travelers, by virtue of the letter of their Claims Representative directed to Plaintiff's attorney dated September 14, 2001, advised Endorsement A37041 does not contain an underinsurance arbitration clause and therefore any resolution must be pursued through the court system. A copy of said Travelers' Claim Representative's letter of September 14, 2001 is attached hereto and made a part hereof as Exhibit "E".

14. The Pennsylvania Motor Vehicle Financial Responsibility Law ("MVFRL") provides that the Pennsylvania Insurance Department ("Department") has the power to administer and enforce those provisions of the MVFRL as to matters under

its jurisdiction which includes mandating the availability of both underinsured and uninsured motorists coverage to "provide protection for persons who suffer injury" from an uninsured or underinsured motor vehicle. See 75 Pa.C.S.A. §1731(a) and (b).

15. Since submitting disputes between insurance carriers and their insureds regarding uninsured and underinsurance claims, to arbitration, furthers the public policy contained in the MVFRL, the Pennsylvania Insurance Commissioner has the authority and discretion to disprove policy forms which do not contain clauses requiring arbitration of UIM disputes.

16. Resolving underinsurance disputes by arbitration serves the purpose of aiding innocent victims by: (i) providing them with whatever proceeds to which they are entitled as quickly as possible, (ii) providing a most expeditious manner to resolve said dispute; and (iii) doing so in the least expensive manner.

17. Should this Honorable Court direct that the "underinsurance dispute" between Plaintiff and Defendant proceed to arbitration, such a directive does not in any way prejudice Defendant Travelers.

18. By directing Plaintiff and Defendants' underinsurance dispute to arbitration, such an Order would result in judicial economy and furthermore enhance the public

policy in resolving said dispute in the most expeditious and least expensive manner.

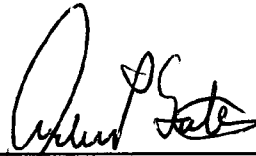
19. By Declaratory Opinion and Order dated July 16, 2001, the Pennsylvania Insurance Commissioner for the Commonwealth of Pennsylvania found that the Pennsylvania Insurance Department may disapprove these automobile insurance policies which do not contain binding arbitration for both uninsured and underinsurance motorist disputes. A copy of said Declaratory Opinion and Order is attached hereto and made a part hereof collectively as Exhibit "F".

WHEREFORE, pursuant to the provisions of 42 Pa.C.S.A. §7304(a), Plaintiff requests that this Honorable Court order that the "underinsurance dispute" between Plaintiff and Defendant proceed to arbitration under the same procedure outlined in Travelers' Endorsement No. A37041 as is provided for uninsured motorist disputes and/or otherwise in accordance with the common law arbitration provisions set forth in 42 Pa.C.S.A. §7341 and §7342.

Respectfully submitted,

GATES & SEAMAN

By:

A handwritten signature in dark ink, appearing to read "Andrew R. Gates", is written over a horizontal line.

Andrew R. Gates, Esquire
Attorney for Plaintiff

possible" in "the most expeditious manner, as well as the least expensive, of accomplishing this salient goal." *Muir*, 513 A.2d at 1130 (upholding the Department's authority to promulgate and apply 31 Pa. Code § 63.2). "(W)ith our dockets crowded and in some jurisdictions congested arbitration is favored by the courts." *Mendelson v. Shrager*, 248 A.2d 234, 235 (Pa. 1968). Simply put, "public policy favors arbitration." *Borgia v. Prudential Ins. Co.*, 750 A.2d 843, 850 (Pa. 2000) (broadly construing an arbitration clause for VIM disputes). *See also Johnson v. Pennsylvania Nat'l Ins. Cos.*, 594 A.2d 296, 299-300 (Pa. 1991) ("Although the [MVFRL] does not provide for arbitration, there is no statutory prohibition against arbitration, and in fact, this Court has repeatedly stated that public policy favors arbitration").

Requiring binding arbitration for both UM and UIM coverage results in similar disputes being heard in similar forums. Insurance policies, therefore, are less confusing to consumers. Consistency of practice and procedure for the two similar types of cases benefits consumers, the industry, attorneys and the judiciary. The same efficient procedures are available to resolve both UM and VIM disputes. Thus, by requiring binding arbitration for UM and VIM disputes, the Insurance Department has acted within its authority and consistent with the public policy set forth in the MVFRL: insurance policies shall provide UM and UIM coverage to protect persons who suffer injury from an uninsured or underinsured motor vehicle. 75 Pa.C.S.A. §§ 1731(b),(c).

In addition, the Uninsured Motorists Act, 40 P.S. § 2000, grants to the Commissioner the authority to disapprove policy forms related to uninsured motorist coverage. This statute provides that a motor vehicle liability policy for persons and vehicles in Pennsylvania must include "provisions approved by the Insurance Commissioner, for the protection of persons insured thereunder who are legally entitled to recover damages from owners or operators of uninsured motor vehicles." 40 P.S. §2000(a). Following the enactment of the Uninsured Motorists

Act, the insurance Department promulgated regulations to implement its provisions. Specifically, Department regulations promulgated in 1963 address automobile insurance policy standards for uninsured motorists coverage. Title 31, section 63.2 of the Pennsylvania Code includes a sample form (Exhibit C) that mandates arbitration for UM disputes. The considerations favoring arbitration of UM disputes are no different in the UIM context.

While the benefits of arbitration are apparent, no evidence on this record supports the proposition that private or public harm ensues when arbitration is mandated. Moreover, no such harm can be assumed. As stated by our Supreme Court:

(W)e are not impressed by [the insurance company's] position that it will suffer if it is unable to have the question determined in a court of law and further have available to it only the very limited judicial review allowed in common law arbitration. That position, of course, pre-supposes that the arbitrator will decide the question adversely to the company, a pre-supposition which is completely unjustified. Furthermore, of course, the insured bears the same risk. The arbitrator could very well decide against him, and he would be limited in the same way as the company in seeking review.

National Grange Mut. Ins. Co. v. Kuhn, 236 A.2d 758, 761 (Pa. 1968). Without any demonstrated harm to public or private interests, requiring the arbitration of UM and UIM disputes will continue to have an effect which has been legislatively and judicially recognized as beneficial.

Cases cited by petitioner do not compel a different result. *McFarbey v. American Independent Ins. Co.*, 663 A.2d 738 (Pa. Super. 1995) is cited by Petitioner for the proposition that arbitration cannot be required by regulation in the absence of a statutory requirement. This dicta is not binding. As specifically mentioned by the Court: "We are not confronted with a challenge to the Insurance Commissioner's authority to promulgate regulations 663 A.2d at 740 n.2.

The other Superior Court opinions cited by the Federation² did not rule upon the Commissioner's authority to disapprove a policy without an arbitration provision. Rather, the Court in each instance simply declined to require arbitration when the insurance contract did not require it. Also the unreported federal trial court opinion cited by the Federation³ is not controlling here because, in this matter of Pennsylvania state law, the Commissioner must follow Pennsylvania statutes as interpreted by Pennsylvania courts, not federal courts. *See Day v. Public School Employees' Retirement System*, 682 A.2d 398 (Pa. Cmwlth. 1996).

Additionally, public policy supports continuation of the long-standing arbitration requirement challenged by the Petition. Scores of reported court decisions, going back over three decades, are all based on the premise that such disputes will be arbitrated. *See, e.g., Harleysville Mut. Ins. Co. v. Medyelci*, 244 A.2d 655 (Pa. 1968); *Merchants Mut. Ins. Co. v. American Arbitration Ass'n*, 248 A.2d 842 (Pa. 1969); *Preferred Risk Mut. Ins. Co. v. Martin*, 260 A.2d 804 (Pa. 1970); *Grange Mut. Cas. Co. v. Pennsylvania Manufacturers' Ass'n Ins. Co.*, 263 A.2d 732 (Pa. 1970). Indeed, back in 1972 our Supreme Court specifically stated that it "has long expressed the view that all questions arising under uninsured motorist coverage should be determined by arbitration." *Allstate Ins. Co. v. McMonagle*, 296 A.2d 738, 739 (Pa. 1972). Arbitration is a cost and time efficient mechanism for policyholders to obtain benefits specifically provided by their policies.

Given these decisions and the obvious reliance which the courts and the public have long placed on arbitration in the UM and UIM context, any determination that now would make arbitration merely voluntary on the part of insurers could potentially cause serious disruption in the timely administration of justice by placing further burdens on the judicial system. *See Mendelson*, 248 A.2d

² *Dearry v. Aetna Life and Cas.*, 610 A.2d 469 (Pa. Super. 1992); *Johnson by Johnson v. Travelers*, 502 A.2d 206 (Pa. Super. 1985); *Hiller v. Allstate*, 446 A.2d 273 (Pa. Super. 1982); *Ellison v. Safeguard Mut. Ins. Co.*, 229 A.2d 482 (Pa. Super. 1967).

³ *Turner v. Federal Ins. Co.*, (ED. Pa. 1994) (attached to Federation's brief).

234 (Pa. 1968). It also potentially could cause consumers to believe they had the right to pursue a remedy in arbitration when, in fact, the insurer had deleted a long-standing arbitration provision from its policy form. Thus, Petitioner's requested change in the well-established practice of requiring arbitration in UM and VIM disputes is, in itself, against public policy and consumer interests.

These interests, as well as those of the insurers, will be protected even if the Department continues to require arbitration clauses. Some support exists for Petitioner's view that the Pennsylvania courts have broadened the scope of authority of arbitrators to decide issues arising under policies providing for arbitration. See *Nationwide Ins. Co. v. Patterson*, 953 F.2d 44, 49 (3d Cir. 1991); *Borgia v. Prudential Ins. Co.*, 750 A.2d 843, 850 (Pa. 2000). The Commissioner recognizes the Petitioner's concern for the broad construction given to arbitration provisions in cases such as *Borgia*. Addressing this concern does not require, however, an end to the arbitration requirement.

Instead, insurers may propose arbitration language which would provide for greater powers of judicial review. As Justice Saylor pointed out in *Borgia*, if an insurer desires a narrower scope for arbitration, it is up to the insurer to propose such language. See *Popskyj v. Keystone Ins. Co.*, 565 A.2d 1184 (Pa. Super. 1989) (involving insurance policy providing for arbitration of disputed underinsured motorist claims). Among other things, an arbitration clause could state that it is subject to the Pennsylvania Uniform Arbitration Act, 42 Pa.C.S.A. §§ 7301-7320, which carries with it a broader standard of judicial review than under the principles applicable to common law arbitration.

The 1980 Pennsylvania Uniform Arbitration Act, 42 Pa.C.S.A. §§ 7301-7320, supplanted the Uniform Arbitration Act of 1927, 5 P.S. §§ 161-179 (repealed 1978), which had allowed courts to modify arbitration awards under a mere 'judgment n.o.v.' standard of review. *Popskyj*, 565 A.2d at 1190. Under the

1980 Act, arbitration awards may be vacated for the reasons available under common law arbitration (denial of hearing or fraud, misconduct, corruption or other irregularity which causes the rendition of an unjust, inequitable or unconscionable award) and when, *inter alia*, the arbitrators exceed their powers, refuse to hear evidence, or exercise prejudicial procedural irregularities. 42 Pa.C.S.A. § 7314(a)(1); *See* 42 Pa.C.S.A. § 7315(a) (re: modification or correction of award).

Since an infinite variety of arbitration clauses would be consistent with the Department's policy to require such clauses, it is impossible (as well as inappropriate) to decide here what alternative language would be acceptable to the Department. However, the language must not "destroy the finality and binding nature of the arbitrators' decision." *Hoerst*, 624 A.2d at 189. Accordingly, proposed language must necessarily be reviewed and its consistency with applicable standards and public policy decided on an individualized form-specific basis.

For all the foregoing reasons, the Commissioner finds that the Insurance Department may disapprove automobile insurance policies which do not contain binding arbitration for uninsured and underinsured motorists disputes.

IN RE:

BEFORE THE INSURANCE COMMISSIONER
OF THE
COMMONWEALTH OF PENNSYLVANIA

THE REQUIREMENT OF AN COVERAGE
ARBITRATION PROVISION IN Docket No. DO97-07-001
PRIVATE PASSENGER
UNINSURED
AND UNDERINSURED ORDER
MOTORIST

AND NOW, this 16th day of July, 2001, THE FOLLOWING IS ORDERED:

1. The Petition for Declaratory Order of the Insurance Federation of Pennsylvania, Inc., seeking a declaratory order that the Pennsylvania Insurance Department does not have the authority to require that private passenger automobile insurance policies include a provision requiring binding arbitration for disputes concerning uninsured motorist and underinsured motorist coverage, is hereby **DENIED.**

2. This Order is effective immediately.

M.DIANE KOKEN
Insurance Commissioner

CONTINUATION
PROPOSAL
ISSUED: 12/28/99

0A9409 008574280 101 1
000 818

BLAIR E WILLIAMS
R D 1 BOX 55
IRVONA PA 16656

AB# 915545580

01/27/00 TO 07/27/00 PHX ED 6 TYP-PY 00 ANN 07 HELMBOLD & STEWART INC

N/R ACCT-DISC LOSS IND OVFLD USA PLAN WF SYM/VIN SP USE TPC
R65 Y Y Y TIC-135 A 1S 2 3 1 2 3

CRFL DRVR: .075 LOSS FREE: .000

PSO IND: A

PSC 00 VEH ST PA DERV OVR / VEH#1 VEH#2 VEH#3 VEH#4 OPT

VEHICLES	VIN	CLASS	DRC	SYMBOLS
1 86 FORD RANGER	1FTCR11A7GUC66876	8853	00	- - -D -M- - - - -
2 87 FORD BRONCO II	1FMCU14T0HUD04716	8354	00	- - -D -L- - - - -
3 91 CHEVR CAPRICE SE	1G1BN53E4MW167715	8095	00	- -AL-D -M- -DR- - - -

MTGE NONE

TYP	PRICE	ST	TERR	CNTY	ALT	SYM	AGE	COST	CUST	CC	OA	RP	OPT	DUAL	ANQ	IN	VPO
1 PU	ECO	PA	4949			10	6	000000	0		2	2					2
2 PU	ECO	PA	4949			11	6	000000	0		3	3					3
3 PP	ECO	PA	4949			07	6	000000	0		4	1					1

COVERAGES	LIMITS	R/N	PREM	R/N	PREM	R/N	PREM
A&B.SNGL	500	R	122.00	R	199.00	R	199.00
D6. UM-ST	15/30	R	23.00	R	23.00	R	23.00
D8. UNST	15/30	R	4.00	R	4.00	R	4.00
E. COLL	500 DED		N/A		N/A	R	109.00
F. COMP	100 DED		N/A		N/A	R	58.00
G. ETE	20/600		N/A		N/A	R	5.00
I. TOW	25		N/A		N/A	R	2.00
QB. PIP		R	25.00	R	43.00	R	34.00
R. APIP	A4B5C6	R	19.00	R	19.00	R	15.00

ENDORSEMENTS
A37011 A37021
A37041

JAN -3 2000

SUBTOTALS \$193.00 \$288.00 \$449.00

TOTAL POLICY PREMIUM \$930.00

DRIVERS	MARITAL	ST	DOB	SEX	OCC	PC	PO	LIC#/ST
1 BLAIR E	M		042743	M	0	3	D	11940952
2 KATHERINE	M		120645	F		1	Y	11095356
3 CHRISTINA	S		100977	F		2	Y	24365761 PA
1 I 0316940072		2						
4 PAMELA	S		050780	F	7	3	N	25225996 PA
1 I 0627960048		2	AD0607980X24					

COMM	CODE	CL1	CL2	CL3	CTSGN/NR
AGT	0A9409	\$193.00 @ 15.00%	\$737.00 @ 10.00%	\$0.00 @ 0.00%	
ACCT-DISC	CROSS REF: 915545580	633	1		

MIA: STD TO PHX 7-86/AD1-90 KEMPER/MVR 4-92 NO NEW INC/G OVRD Z'D SRH1294/USE CPP
APP ON FILE AGT. 7/96/SUPP APP PROJ RECD 0796-SRH

DDC DR#1 08/18/98

PL-9001

PAGE 1 OF 1
OPR

EXHIBIT "G"

000221 000002 000006 000007 000008 000009 000010 000011 000012 000013

VERIFICATION

The undersigned verifies that she is the Plaintiff in the within action, and that the statements made in the foregoing Petition are true and correct to the best of her knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Christ M. Lewis

Christina M. Lewis,
formerly known as

Christ M. Williams

Christina M. Williams

DATE: 14 Nov, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CHRISTINA M. LEWIS, formerly	:	
known as CHRISTINA M. WILLIAMS,	:	No. 01-
Plaintiff	:	-CD
	:	
-vs-	:	
	:	
TRAVELERS PROPERTY CASUALTY	:	
COMPANIES,	:	
Defendant	:	

O R D E R

AND NOW this ____ day of _____, 2001, upon consideration of the Petition of Christina M. Lewis, formerly known as Christina M. Williams, to Compel Arbitration, and after hearing argument of Counsel, IT IS HEREBY ORDERED AND DECREED that the underinsurance dispute between Plaintiff and Defendant Travelers is to be submitted to Arbitration in accordance with the procedure set forth in Travelers' Endorsement No. A37041 regarding uninsured motorist disputes, and otherwise in accordance with the Pennsylvania Common Law Arbitration procedure outlined in 42 Pa.C.S.A. §7341 and §7342.

BY THE COURT:

Judge

POLICY IDENTIFICATION NUMBER

AUTOMOBILE POLICY NUMBER

AGENT CODE ACCOUNT NUMBER POLICY FORM SEQ NO

0A9409

0085742801011

Item 1. Named Blair E Williams
Insured and RD 1 Box 55
Address Irvona PA 16656

Item 2. Policy Period: 6 Months 1/27/00-7/27/00

Item 3. Description of Vehicle		Item 5. Loss Payee (Name and Address including Zip Code)
#1 86 Ford Ranger	1FTCR11A7GUC66876	
#2 87 Ford Bronco	1FMCU14T0HUD04716	
#3 91 Chevr Caprice	1G1BN53E4MW167715	

Item 4.

COVERAGES	LIMITS OF LIABILITY+		PREMIUMS++			If premium is payable in instalments*				
			Auto#1	Auto#2	Auto#3	\$ _____ instalment payment premium				
A-BODILY INJURY	each person					charge is included. Premium payment				
	each accident					\$ _____ on _____ \$ _____				
B-PROPERTY DAMAGE	each accident					on _____ and _____				
A & B	each accident	\$500	\$122	\$199	\$199	Endorsements		Endorsement Premiums++		
D6 UNINSURED	each person	\$15				Symbol#	Coverage	Auto#1	Auto#2	Auto#3
MOTORISTS STACKED	each accident	\$30	\$23	\$23	\$23	A37011	QB R4569	\$25	\$43	\$34
D8 UNDERINSURED	each person	\$15				A37021		\$19	\$19	\$15
MOTORISTS STACKED	each accident	\$30	\$4	\$4	\$4	A37041				
E-COLLISION	ACV Less	\$500			\$109					
F-COMPREHENSIVE	ACV Less	\$100			\$58					
G-RENTAL	per day	\$20								
REIMBURSEMENT	per period	\$600			\$5					
I-TOWING AND LABOR	per disablement	\$25			\$2	Sub-Total		\$44	\$62	\$49
				\$149	\$226	\$400	TOTAL POLICY PREMIUM		\$930	

X THE PHOENIX INSURANCE COMPANY

+ The limits of the company's liability for each coverage are as stated above, subject to all relevant terms of this policy. The letters "ACV" in any Limits of Liability space shall mean "Actual Cash Value".

++ The absence of an entry in any premium space means that insurance is not provided for the coverage opposite that premium space.

Principal Place of Garaging if Different from Address in Item 1.	Policy Edition 6	Policy Form 101
--	---------------------	--------------------

Countersigned by _____
Licensed Resident Agent

These declarations and any attached endorsements are to be inserted in and form a part of your Travelers automobile policy jacket bearing the policy edition and policy form identified above.

"This is to certify that this policy is a full, true and complete copy of the original policy as issued by the company. No insurance is afforded hereunder."


AUTHORIZED SIGNATURE

TEAM LEADER, TRAVELERS TEAM-PA

Automobile Policy Booklet

from Travelers Property Casualty

YOUR PERSONAL AUTO POLICY QUICK REFERENCE

MN6000

	DECLARATIONS PAGE Your Name and Address Your Auto or Trailer Policy Period Coverages and Amounts of Insurance	
	AGREEMENT DEFINITIONS	Page 1 1
LIABILITY	Insuring Agreement Supplementary Payments Exclusions Limit of Liability Out of State Coverage Financial Responsibility Other Insurance	2 2 2 3 4 4 4
MEDICAL PAYMENTS	Insuring Agreement Exclusions Limit of Liability Other Insurance	4 5 5 5
UNINSURED MOTORISTS	Insuring Agreement Exclusions Limit of Liability Other Insurance Arbitration	6 6 7 7 7
DAMAGE TO YOUR AUTO	Insuring Agreement Transportation Expenses Exclusions Limit of Liability Payment of Loss Loss Payable Clause No Benefit to Bailee Other Insurance Appraisal	8 9 9 10 10 10 10 10 10
DUTIES AFTER AN ACCIDENT OR LOSS	General Duties Additional Duties for Uninsured Motorists Coverage Additional Duties for Collision and Comprehensive Coverages	11 11 11
GENERAL PROVISIONS	Bankruptcy Changes Fraud Legal Action Against Us Our Right to Recover Payment Policy Period and Territory Termination Transfer of your Interest in this Policy Two or More Auto Policies	11 11 11 11 12 12 12 13 13

Edition 6 of Policy Forms 101 and LP

READ YOUR POLICY CAREFULLY

Your Travelers Personal Auto Policy is a legal contract between you and us. It is therefore important that you read your policy carefully.

Additional Coverages Available for the Minnesota Insured:

- Personal Injury Protection
- Uninsured/Underinsured Motorists

(See endorsement indicated on your Declarations Page.)

PERSONAL AUTO POLICY

Travelers Property Casualty Companies

Hartford, Connecticut
(Each a Stock Insurance Company)

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected. These are shown by premium entries in the Declarations. The Declarations is a part of this policy.

DEFINITIONS

- A.** Throughout this policy, "you" and "your" refer to:
1. The "named insured" shown in the Declarations; and
 2. The spouse if a resident of the same household.
- B.** "We", "us" and "our" refer to the Company shown in the Declarations providing this insurance.
- C.** For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

- D.** "Bodily injury" means bodily harm, sickness or disease, including death that results.
- E.** "Business" includes trade, profession or occupation.
- F.** "Family member" 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.
- G.** "Occupying" means in, upon, getting in, on, out or off.
- H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.

- I.** "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

- J.** "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles on the date you become the owner:
 - a. a private passenger auto; or
 - b. a pickup or van.

This provision (J.2.) applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure it within 30 days after you become the owner; and
- c. with respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days only if:

- a. you wish to add or continue Damage to Your Auto Coverages; or
- b. it is a pickup or van used in any "business" other than farming or ranching.

If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any

other vehicle described in this definition which is out of normal use because of its:

- a. breakdown;
- b. repair;
- c. servicing;
- d. loss; or
- e. destruction.

LIABILITY

Coverage A — Bodily Injury Coverage B — Property Damage

INSURING AGREEMENT

- A. We will pay damages for "bodily injury" (Coverage A) or "property damage" (Coverage B) for which any "insured" becomes legally responsible because of an auto accident. Damages include pre-judgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. 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 these coverages has been exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in these coverages means:
1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
 2. Any person using "your covered auto".
 3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under these Liability Coverages.
 4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under these Liability Coverages. This provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "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 these coverages.
4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

EXCLUSIONS

- A. We do not provide Liability Coverages for any person:
1. Who intentionally causes "bodily injury" or "property damage".
 2. For damage to property owned or being transported by that person.
 3. For damage to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of;that person.

This exclusion (A.3.) does not apply to damage to a residence or private garage.

4. For "bodily injury" to an employee of that person during the course of employment. This exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee. This exclusion (A.5.) does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:
 - a. you;
 - b. any "family member"; or
 - c. any partner, agent or employee of you or any "family member".
7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6. This exclusion (A.7.) does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup or van that you own; or
 - c. "trailer" used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that that person is entitled to do so.
9. For "bodily injury" or "property damage" for which that person:
 - a. is an insured under a nuclear energy liability policy; or
 - b. would be an insured under a nuclear energy liability policy but for its ter-

mination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. American Nuclear Insurers;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

B. We do not provide Liability Coverages for the ownership, maintenance or use of:

1. Any motorized vehicle having fewer than four wheels.
2. Any vehicle, other than "your covered auto", which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
3. Any vehicle, other than "your covered auto", which is:
 - a. owned by any "family member"; or
 - b. furnished or available for the regular use of any "family member".

However, this exclusion (B.3.) does not apply to your maintenance or use of any vehicle which is:

- a. owned by a "family member"; or
- b. furnished or available for the regular use of a "family member".

LIMIT OF LIABILITY

A. Single Liability Limit

1. If the Declarations show a single limit of liability for Coverage A and Coverage B combined, this limit is our maximum limit of liability for all damages for "bodily injury" and "property damage" resulting from any one auto accident. This is the most we will pay regardless of the number of:
 - a. "Insureds";
 - b. Claims made;
 - c. Vehicles or premiums shown in the Declarations; or

- d. Vehicles involved in the auto accident.
2. We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision (A.2.) will not change our total limit of liability.

B. Split Liability Limits

If the Declarations show separate limits of liability for Coverage A and Coverage B, the limit of liability shown in the Declarations for each person for Coverage A is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Coverage A is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident. The limit of liability shown in the Declarations for each accident for Coverage B is our maximum limit of liability for all "property damage" resulting from any one auto accident. These limits are the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

A. If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance 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 applicable limits. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

MEDICAL PAYMENTS

Coverage C

INSURING AGREEMENT

- A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":
1. Caused by accident; and
 2. Sustained by an "insured".

We will pay only those expenses incurred within 3 years from the date of the accident.

B. "Insured" as used in this coverage means:

1. You or any "family member":
 - a. while "occupying"; or
 - b. as a pedestrian when struck by;
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

We do not provide Medical Payments Coverage for any person for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. owned by any "family member"; or
 - b. furnished or available for the regular use of any "family member".

However, this exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that that person is entitled to do so.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. private passenger auto;
 - b. pickup or van that you own; or
 - c. "trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared);

- c. civil war;
- d. insurrection; or
- e. rebellion or revolution.

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.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

We will, however, double the applicable limit of liability for you or any "family member" if wearing a properly installed seat belt at the time of the accident.

- B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Coverage A or Coverage D.

- C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under Coverage A or Coverage D.

OTHER INSURANCE

If there is other applicable auto medical payments insurance 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 applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

UNINSURED MOTORISTS Coverage D

INSURING AGREEMENT

- A. We will pay damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this coverage means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limits for bodily injury liability must be less than the minimum limits for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits:
 - a. you or any "family member";
 - b. a vehicle which you or any "family member" are "occupying"; or

- c. "your covered auto".

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:

- a. denies coverage; or
- b. is or becomes insolvent.

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

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any person:

1. While "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. If that person or the legal representative settles the "bodily injury" claim without our consent.
3. While "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion (A.3.) does not apply to a share-the-expense car pool.
4. Using a vehicle without a reasonable belief that that person is entitled to do so.

B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. workers' compensation law; or
2. disability benefits law.

LIMIT OF LIABILITY

A. Single Limit

If the Declarations show a single limit of liability for Coverage D, this limit is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

B. Split Limits

If the Declarations show separate limits of liability for each person and each accident, the limit of liability shown for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. These limits are the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

C. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who

may be legally responsible. This includes all sums paid under Coverage A; and

2. Paid or payable because of the "bodily injury" under any of the following or similar law:

- a. workers' compensation law; or
- b. disability benefits law.

D. Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under Coverage A.

OTHER INSURANCE

If there is other applicable similar insurance 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 applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.

ARBITRATION

A. If we and an "insured" do not agree:

1. Whether that person is legally entitled to recover damages under this coverage; or
2. As to the amount of damages;

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.

B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability

specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision.

If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

- D. Instead of this method, we and the "insured" may agree to use another method of arbitration.

DAMAGE TO YOUR AUTO

Coverage E — Collision

**Coverage F — Comprehensive
(Other than Collision)**

Coverage G — Rental Reimbursement

Coverage I — Towing and Labor Costs

INSURING AGREEMENT

- A. Collision and Comprehensive (Other than Collision).** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss to "your covered auto" caused by:

1. "Collision" only if the Declarations indicate that Coverage E — Collision is provided for that auto.
2. Other than "collision" only if the Declarations indicate that Coverage F — Comprehensive is provided for that auto.

If there is loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

- B. Rental Reimbursement.** When there is a loss to one of "your covered autos" described in the Declarations for which a specific premium charge indicates that Coverage G — Rental Reimbursement is afforded:

We will reimburse you for expenses you incur to rent a substitute auto. This coverage applies only if:

1. The auto is withdrawn from use for more than 24 hours; and
2. The loss is caused by "collision" or covered under Coverage F — Comprehensive of this policy.

However, this coverage does not apply when there is a total theft of the auto.

Our payment will be limited to that period of time reasonably required to repair or replace the auto. We will pay up to the amount per day to a maximum amount as shown in the Declarations.

- C. Towing and Labor Costs.** We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the limit of liability shown in the Declarations for Coverage I — Towing and Labor Costs as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Declarations. We will only pay for labor performed at the place of disablement.

- D. "Collision" means the upset of "your covered auto" or its impact with another vehicle or object. Loss caused by the following is considered other than "collision":**

- | | |
|---------------------------------|-------------------------------------|
| 1. Missiles or falling objects; | 7. Malicious mischief or vandalism; |
| 2. Fire; | 8. Riot or civil commotion; |
| 3. Theft or larceny; | 9. Contact with bird or animal; or |
| 4. Explosion or earthquake; | 10. Breakage of glass. |
| 5. Windstorm; | |
| 6. Hail, water or flood; | |

If breakage of glass is caused by a "collision" you may elect to have it considered a loss caused by "collision".

E. "Non-owned auto" means any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member". However, "non-owned auto" does not include any vehicle used as a temporary substitute for a vehicle you own which is out of normal use because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. Loss; or
5. Destruction.

TRANSPORTATION EXPENSES

In addition, under Coverage F we will pay up to \$15 per day, to a maximum of \$450, for transportation expenses incurred by you. This applies only in the event of the total theft of "your covered auto". We will pay only transportation expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" is returned to use or when we pay or offer to pay for its loss.

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" which occurs while it is used to carry persons or property for a fee. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical or electrical breakdown or failure; or
 - d. road damage to tires.This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto".
3. Loss due to or as a consequence of:
 - a. radioactive contamination;
 - b. discharge of any nuclear weapon (even if accidental);
 - c. war (declared or undeclared);

- d. civil war;
- e. insurrection; or
- f. rebellion or revolution.

4. Loss to equipment designed for the reproduction of sound. This exclusion (4.) does not apply if the equipment is permanently installed in "your covered auto" or any "non-owned auto".
5. Loss to tapes, records or other devices for use with equipment designed for the reproduction of sound.
6. Loss to a camper body or "trailer" you own which is not shown in the Declarations. This exclusion (6.) does not apply to a camper body or "trailer" you:
 - a. acquire during the policy period; and
 - b. ask us to insure within 30 days after you become the owner.
7. Loss to any "non-owned auto" or any vehicle used as a temporary substitute for a vehicle you own, when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
8. Loss to:
 - a. TV antennas;
 - b. awnings or cabanas; or
 - c. equipment designed to create additional living facilities.
9. Loss to any of the following or their accessories:
 - a. citizens band radio;
 - b. two-way mobile radio;
 - c. telephone; or
 - d. scanning monitor receiver.This exclusion (9.) does not apply if the equipment is permanently installed in the opening of the dash or console of "your covered auto" or any "non-owned auto". This opening must be normally used by the auto manufacturer for the installation of a radio.
10. Loss to equipment designed or used for the detection or location of radar.

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:

- a. selling; d. storing; or
- b. repairing; e. parking;
- c. servicing;

vehicles designed for use on public highways. This includes road testing and delivery.

12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11. This exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer".

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:

- 1. Actual cash value of the stolen or damaged property; or
- 2. Amount necessary to repair or replace the property with like kind and quality.

However, the most we will pay for loss to any "non-owned auto" which is a "trailer" is \$500.

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

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- 1. You; or
- 2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto". However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will mail the loss payee written notice at least 10 days before the effective date of cancellation.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER INSURANCE

If other insurance also covers the loss 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 applicable limits. However, any insurance we provide with respect to a "non-owned auto" or any vehicle used as a temporary substitute for a vehicle you own shall be excess over any other collectible insurance.

APPRAISAL

- A. If we and you do not agree 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 an umpire. The appraisers will state separately the actual cash value and the 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:

- 1. Pay its chosen appraiser; and
- 2. Bear the expenses of the appraisal and umpire equally.

- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

DUTIES AFTER AN ACCIDENT OR LOSS

GENERAL DUTIES

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. to physical exams by physicians we select. We will pay for these exams.
 - b. to examination under oath and subscribe the same.
 4. Authorize us to obtain:
 - a. medical reports; and
 - b. other pertinent records.
 5. Submit a proof of loss when required by us.

ADDITIONAL DUTIES FOR UNINSURED MOTORISTS COVERAGE

A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit and run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

ADDITIONAL DUTIES FOR COLLISION AND COMPREHENSIVE COVERAGES

A person seeking coverage for Collision or Comprehensive (Other than Collision) must also:

1. Take reasonable steps after loss to protect "your covered auto" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

CHANGES

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 as of the effective date of change according to the manuals then in use by us.

We may revise this policy form to provide more coverage without additional premium charge. If we do this your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under the Liability Coverages, no legal action may be brought against us until:
1. We agree in writing that the "insured" has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.

- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

OUR RIGHT TO RECOVER PAYMENT

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this paragraph (A.) do not apply, under the Damage to Your Auto Coverages, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

- A.** This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

- B.** The policy period, and each successive policy period, begins and ends at 12:01 a.m. standard time at your address.

- C.** The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION

- A. Cancellation.** This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or
 - b. giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown there:
 - a. at least 10 days notice:
 - (1) if cancellation is for nonpayment of premium; or
 - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a continuation policy; or
 - b. at least 30 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a continuation policy, we will cancel only:
 - a. for nonpayment of premium; or
 - b. if your driver's license or that of:
 - (1) any driver who lives with you; or
 - (2) any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (1) during the policy period; or
 - (2) since the last anniversary of the original effective date if the policy period is other than 1 year; or
 - c. if the policy was obtained through material misrepresentation.
4. Nonpayment of Premium. Nonpayment of premium shall mean failure to pay any premium or premium installment when due whether payable directly to us or through a premium financing plan or credit extension.

- B. Termination.** If we decide not to continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown there. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is other than 1 year, we will have the right not to continue it only at each anniversary of its original effective date. If that date is

the 29th, 30th, or 31st of a month, we may consider the first day of the next month to be this anniversary.

- C. Automatic Termination.** If we offer to continue and you or your representative do not accept, this policy will automatically terminate without notice of termination at the end of the current policy period. Failure to pay the required continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions.

1. If the law in effect in your state at the time this policy is issued or continued:
 - a. requires a longer notice period;
 - b. requires a special form of or procedure for giving notice; or
 - c. modifies any of the stated termination reasons;

we will comply with those requirements.

2. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
3. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our

manuals. However, making or offering to make the refund is not a condition of cancellation.

4. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

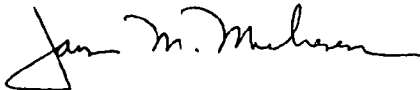
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

- B.** Coverage will only be provided until the next anniversary of the policy's original effective date.

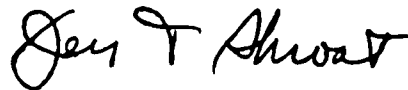
TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

This policy is signed for the member company of Travelers which is the insurer under this policy.



James M. Michener
Secretary



Jerry T. Shroat
Chief Executive Officer
Personal Lines

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UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT - PENNSYLVANIA

The provisions of this endorsement replace the Uninsured Motorists Insurance provisions of the policy.

UNINSURED MOTORISTS COVERAGE

COVERAGE D6 - UNINSURED MOTORISTS (BODILY INJURY) STACKED

COVERAGE D7 - UNINSURED MOTORISTS (BODILY INJURY) NON-STACKED

UNDERINSURED MOTORISTS COVERAGE

COVERAGE D8 - UNDERINSURED MOTORISTS (BODILY INJURY) STACKED

COVERAGE D9 - UNDERINSURED MOTORISTS (BODILY INJURY) NON-STACKED

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of either an "uninsured motor vehicle" or an "underinsured motor vehicle" where such coverage is indicated as applicable in the Schedule of this endorsement or in the Declarations, because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle" or the "underinsured motor vehicle".

We will pay under Underinsured Motorists Coverage only if 1. or 2. below applies:

1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. Have been given prompt written notice of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settle-

ment within 30 days after receipt of notification.

No judgment for damages arising out of a suit brought against the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" is binding on us unless we:

1. Received reasonable notice of the pendency of the suit resulting in the judgment; and
2. Had a reasonable opportunity to protect our interests in the suit.

DEFINITIONS

A. "Insured" as used in this endorsement means:

1. You or any "family member";
2. Any other person "occupying" "your covered auto" if the occupancy is (or is reasonably believed to be) with your permission.
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

B. "Underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not mean an "uninsured motor vehicle" and does not include any vehicle or equipment:

1. For which liability coverage is provided under Coverage A. of this policy.
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

C. "Uninsured motor vehicle" means a land motor vehicle or "trailer" of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".

If there is no contact with the hit-and-run vehicle, the facts of the accident must be proved.

3. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes:
 - (1) insolvent; or
 - (2) involved in insolvency proceedings.

However, "uninsured motor vehicle" does not mean an "underinsured motor vehicle" and does not include any vehicle or equipment:

1. Owned by or furnished for the regular use of you or any "family member".
2. Owned or operated by a self-insurer within the meaning of any applicable motor vehicle law except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the bodily injury claim without our consent. However, this exclusion (A.1.) does not apply if such settlement does not adversely affect our rights.

B. We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for bodily injury sustained:

1. By you while "occupying" or when struck by, any motor vehicle you own which is not insured for this coverage under this policy. This includes a "trailer" of any type used with that vehicle.
2. By a "family member":
 - a. Who owns an auto while "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - b. Who does not own an auto, while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

C. We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. While occupying "your covered auto" when it is being used as a public or livery conveyance. This exclusion (C.1.) does not apply to a share-the-expense car pool.
2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.

D. We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for "noneconomic loss" sustained by any "insured" to whom the limited tort alternative applies, resulting from "bodily injury" caused by an accident involving an "uninsured motor vehicle" or an "underinsured motor vehicle" unless the "bodily injury" sustained is a "serious injury".

This exclusion (D.) does not apply:

1. If the owner or operator of the "uninsured motor vehicle" or "underinsured motor vehicle":
 - a. is convicted, or accepts Accelerated Rehabilitative Disposition, for driving under the influence of alcohol or a controlled substance in that accident.
 - b. Is operating a motor vehicle registered in another state; or
 - c. Intends to injure himself or another person, provided that an individual is not considered to intentionally injure himself or another person merely because his act or failure to act is intentional or done with his realization that it creates a grave risk of causing injury if the act or omission causing the injury is for the purpose of averting bodily harm to himself or another person.
 2. If that "insured" is injured while "occupying" a motor vehicle insured under a commercial motor vehicle insurance policy.
- E. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- F. We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for punitive or exemplary damages including legal costs related thereto.

LIMIT OF LIABILITY

COVERAGE D6 - UNINSURED MOTORISTS (BODILY INJURY) STACKED

- A. Except as provided in paragraph C:

If separate limits of liability for "bodily injury" for each person and each accident are shown in the Declarations or Schedule of this endorsement for Coverage D6:

1. The limit of liability for each person for "bodily injury" liability is our maximum limit of liability for all damages for "bodily injury" sustained by any one person in any one auto accident.

2. Subject to the above limit for each person, the limit of liability shown for each accident for "bodily injury" liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

- B. Except as provided in paragraph C:

If a single limit of liability for "bodily injury" liability is shown in the Declarations or Schedule of this endorsement for Coverage D6, this is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

- C. With respect to damages caused by the owner or operator of an "uninsured motor vehicle", the applicable limit of liability under paragraph A. or B. above is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations or Schedule of this endorsement for Coverage D6; or
4. Vehicles involved in the accident.

However, our maximum limit of liability for all damages arising out of "bodily injury" sustained by you or any "family member" is the sum of the applicable limits for all vehicles shown in the Declarations or Schedule of this endorsement for Coverage D6. For any "insured" other than you or any "family member", our maximum limit of liability is the limit applicable to the vehicle the "insured" was "occupying" at the time of the accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations or Schedule of this endorsement for Coverage D6; or
4. Vehicles involved in the accident.

- D. No one will be entitled to receive duplicate payments for the same elements of loss under Coverage D6 and:

1. Coverage A or Coverage C of this policy; or

2. Any Underinsured Motorists Coverage provided by this policy.

- E. We will not make a duplicate payment under Coverage D6 for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible. This includes all payments made to an "insured's" attorney either directly or as part of the payment made to the "insured".
- F. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss.

COVERAGE D7 - UNINSURED MOTORISTS (BODILY INJURY) NON-STACKED

A. Except as provided in paragraph C:

If separate limits of liability for "bodily injury" for each person and each accident are shown in the Declarations or Schedule of this endorsement for Coverage D7:

1. The limit of liability for each person for "bodily injury" liability is our maximum limit of liability for all damages for "bodily injury" sustained by any one person in any one auto accident.
2. Subject to the above limit for each person, the limit of liability shown for each accident for "bodily injury" liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

B. Except as provided in paragraph C:

If a single limit of liability for "bodily injury" liability is shown in the Declarations or Schedule of this endorsement for Coverage D7, this is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

- C. With respect to damages caused by the owner or operator of an "uninsured motor vehicle" the applicable limit of liability under paragraph A. or B. above is the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;

3. Vehicles or premiums shown in the Declarations or the Schedule of this endorsement Coverage D7; or

4. Vehicles involved in the accident.

D. No one will be entitled to receive duplicate payments for the same elements of loss under Coverage D7 and:

1. Coverage A or Coverage C of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

E. We will not make a duplicate payment under Coverage D7 for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible. This includes all payments made to an "insured's" attorney either directly or as part of the payment made to the "insured".

F. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss.

COVERAGE D8 - UNDERINSURED MOTORISTS (BODILY INJURY) STACKED

A. Except as provided in paragraph C:

If a separate limits of liability for "bodily injury" for each person and each accident are shown in the Declarations or Schedule of this endorsement for Coverage D8:

1. The limit of liability for each person for "bodily injury" liability is our maximum limit of liability for all damages for "bodily injury" sustained by any one person in any one auto accident,
2. Subject to the above limit for each person, the limit of liability shown for each accident for "bodily injury" liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

B. Except as provided in paragraph C:

If a single limit of liability for "bodily injury" liability is shown in the Declarations or Schedule of this endorsement for Coverage D8, this is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

C. With respect to damages caused by the owner or operator of an "underinsured motor vehicle", the applicable limit of liability under paragraph A. or B. above is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations or the Schedule of this endorsement for Coverage D8; or
4. Vehicles involved in the accident.

However, our maximum limit of liability for all damages arising out of "bodily injury" sustained by you or any "family member" is the sum of the applicable limits for all vehicles shown in the Declarations or Schedule of this endorsement for Coverage D8. For any "insured" other than you or any "family member", our maximum limit of liability is the limit applicable to the vehicle the "insured" was "occupying" at the time of the accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations or the Schedule of this endorsement for Coverage D8; or
4. Vehicles involved in the accident.

D. The limit of liability shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid for an "insured's" attorney either directly or as part of the amount paid to the "insured". It also includes all sums paid under Coverage A of this policy.

E. No one will be entitled to receive duplicate payments for the same elements of loss under Coverage D8 and Coverage A, Coverage C or Coverage D6 or Coverage D7 of this policy.

F. We will not make a duplicate payment under Coverage D8 for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

G. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss.

COVERAGE D9 - UNDERINSURED MOTORISTS (BODILY INJURY) NON-STACKED

A. Except as provided in paragraph C:

If separate limits of liability for "bodily injury" for each person and each accident are shown in the Declarations or Schedule of this endorsement for Coverage D9:

1. The limit of liability for each person for "bodily injury" liability is our maximum limit of liability for all damages for "bodily injury" sustained by any one person in any one auto accident.
2. Subject to the above limit for each person, the limit of liability shown for each accident for "bodily injury" liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

B. Except as provided in paragraph C:

If a single limit of liability for "bodily injury" liability is shown in the Declarations or Schedule of this endorsement for Coverage D9, this is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

C. With respect to damages caused by the owner operator of an "underinsured motor vehicle", the applicable limit of liability under paragraph A. or B. above is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations or the Schedule of this endorsement for Coverage D9; or
4. Vehicles involved in the accident.

D. The limit of liability shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid for an "insured's" attorney either directly

or as part of the amount paid to the "insured". It also includes all sums paid under Coverage A of this policy.

- E. No one will be entitled to receive duplicate payments for the same elements of loss under Coverage D9 and Coverage A, Coverage C or Coverage D6 or Coverage D7 of this policy.
- F. We will not make a duplicate payment under Coverage D9 for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- G. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss.

OTHER INSURANCE

If there is other applicable similar insurance available under more than one policy or provision of coverage:

The following priorities of recovery apply:

First The Uninsured Motorists Coverage or Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the accident.

Second The policy affording Uninsured Motorists or Underinsured Motorists Coverage to the "insured" as a "named insured" or "family member".

1. Under Coverage D7 or D9, when there is applicable insurance available under the First priority:
 - a. The limit of liability applicable to the vehicle the "insured" was "occupying" under the policy in the First priority, shall first be exhausted; and
 - b. The maximum recovery under all policies in the Second priority shall not exceed the amount by which the highest limit for any one vehicle under any one policy in the Second priority exceeds the limit applicable under the policy in the First priority.
2. Under Coverage D7 or D9, when 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.

If two or more policies have equal priority, the insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority. The insurer is thereafter entitled to recover contribution pro rata from any other insurer for the benefits paid and the costs of processing the claim.

If we are the insurer against whom the claim is first made, we will pay subject to the limit of liability shown in the Schedule or in the Declarations for Uninsured Motorists Coverage or Underinsured Motorists Coverage, after we and all other contributing insurers agree:

1. Whether the "insured" is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle"; and
2. As to the amount of damages.

UNINSURED MOTORISTS ARBITRATION

A. If we and an "insured" do not agree.

1. Whether the owner or operator of the "uninsured motor vehicle" is legally liable to that "insured" for "bodily injury" sustained and caused by an accident; or
2. The amount of the damages sustained by the "insured";

either party may make a written demand for arbitration. Issues or questions seeking to interpret language of this policy or to determine whether or how coverage applies to an "insured" may not be arbitrated. Those issues and questions may not be part of any submission to the panel of arbitrators. This includes, but is not limited to, any issue or questions on:

1. any person's status as an "insured";
2. the stacking of coverages or the amount of coverage available;
3. the sufficiency of the coverage election made for this policy or any other coverage

election made, or claimed to have been made, by any person;

4. the residency or domicile of any person, including any person claiming to be an "insured".
5. the applicability of a statute of limitations;
6. our rights and duties;
7. any "insured's" rights and duties under this policy;
8. the interpretation of defined terms, the insuring agreement, exclusions, the limits of liability, this arbitration clause, or any other of the policy's terms and conditions; or
9. the degree to which either party is bound by a decision made by an arbitration panel which a party claims is outside the scope of the arbitration.

B. In the event that a valid written demand for arbitration is made, each party will select an arbitrator from the county in which the arbitration is to be conducted. The two arbitrators will select a third arbitrator from the same county. If the two arbitrators cannot agree on the third within thirty (30) days, either party may request a court in the county where the arbitration is to be conducted to make the selection.

C. Each party will:

1. Pay the expenses it incurs; and
2. Bear equally the reasonable expenses of the third arbitrator.

D. Unless agreed otherwise, arbitration will be conducted in the county in which the "insured" lived at the time of the demand for arbitration. A decision of the arbitrators will be binding as to:

1. Whether the owner or operator of the "uninsured motor vehicle" is legally liable to that "insured" for "bodily injury" sustained and caused by an accident; or
2. The amount of the damages sustained by the "insured".

A decision shall not be binding with respect to any issue not properly the subject of arbitration.

Either party may stay arbitration pending final resolution of whether an issue is properly subject to arbitration. The execution of any judgment or award may also be stayed until final resolution is reached on whether an issue was properly the subject of arbitration.

ADDITIONAL DUTIES

A person seeking Underinsured Motorists Coverage must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. 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".

GENERAL PROVISIONS

The GENERAL PROVISIONS of the policy are amended as follows:

A. The following is added to the **OUR RIGHT TO RECOVER PAYMENT** provisions:

C. Our rights do not apply under Paragraph A. with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured 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 Motorists Coverage; and
2. We also have a right to recover the advanced payment.

**B. The following is added to the TWO OR MORE
AUTO POLICIES provisions:**

1. This provision does not apply to Coverage D6 - Uninsured Motorists (Bodily Injury) Stacked; or Coverage D8 - Underinsured Motorists (Bodily Injury) Stacked.

2. No one will be entitled to receive duplicate payments for the same elements of loss under Coverage D6 - Uninsured Motorists (Bodily Injury) Stacked; or Coverage D8 - Underinsured Motorists (Bodily Injury) Stacked.

Schedule

(Applicable only if not shown in the Declarations)

Coverage	Description of Vehicle	Limits of Liability	Premium
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FIRST PARTY BENEFITS COVERAGE - PENNSYLVANIA

The provisions of the Policy apply unless modified by this endorsement.

I. DEFINITIONS

With respect to all First Party Benefits Coverage:

"The act" means the Pennsylvania Motor Vehicle Financial Responsibility Law of 1984, as amended.

In addition, the following words and phrases are defined for all First Party Benefits coverage.

"Accidental death" means the death of you or any family member from "bodily injury" caused by accident, if the death occurs within 24 months from the date of the accident.

"Bodily injury" means accidental bodily harm to a person and that person's resulting illness, disease or death.

"Funeral expense" means reasonable expenses incurred for, and directly related to, the funeral, burial, cremation or other form of disposition of the remains of the deceased insured. The expenses must be incurred as a result of the death of the "insured" and within 24 months from the date of the accident.

"Income loss" means eighty (80%) percent of gross income actually lost by an "insured". "Income loss" also means reasonable expenses actually incurred for hiring:

- (a) a substitute to perform the work a self-employed "insured" would have performed except for "bodily injury", or
- (b) special help, thereby enabling a person to work, thereby reducing loss of gross income.

"Income loss" does not include:

- (a) loss of expected income for any period following the death of an insured; or
- (b) expenses incurred for services performed following the death of an "insured"; or

- (c) any loss of income during the first five (5) working days the "insured" did not work after the accident because of the "bodily injury".

"Insured" means:

- 1. you or any "family member";
- 2. any other person:
 - a. while "occupying" "your covered auto"; or
 - b. while a pedestrian if injured as a result of an accident in Pennsylvania involving "your covered auto".

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

"Medical expenses" means reasonable and necessary charges incurred for:

- (a) medical treatment, including but not limited to:
 - (1) medical, hospital, surgical, nursing and dental services;
 - (2) medications, medical supplies and prosthetic devices; and
 - (3) ambulance;
- (b) medical and rehabilitative services, including but not limited to:
 - (1) medical care;
 - (2) licensed physical therapy, vocational rehabilitation and occupational therapy;
 - (3) osteopathic, chiropractic, psychiatric and psychological services; and
 - (4) optometric services, speech pathology and audiology;
- (c) non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

All medical treatment and medical and rehabilitative services must be provided by or prescribed by a person or facility approved by the Department of Health, the equivalent

governmental agency responsible for health programs or the accrediting designee of a department or agency of the state in which those services are provided.

Payment of "medical expenses" incurred after 18 months from the date of the accident causing "bodily injury" shall be made only if within 18 months from the date of the accident, it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the injury.

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

1. By muscular power; or
2. On rails or tracks.

"Named insured" means the person or organization named in Item 1 in the Declarations.

"Your covered auto" means a "motor vehicle":

1. to which liability coverage under this policy applies and for which a specific premium is charged; and
2. for which you maintain First Party Benefits coverage as required under "the act".

II. BENEFITS

A COVERAGE QA* – BASIC FIRST PARTY BENEFIT COVERAGE QB** – BASIC FIRST PARTY BENEFIT

*Indicates that the limited tort option described in "the act" was selected.

**Indicates that the full tort option described in "the act" was selected.

We will pay Basic First Party Benefits consisting of Basic "Medical Expenses" to or for an insured who sustains "bodily injury" caused by accident arising out of the maintenance or use of a "motor vehicle". Our Limit of Liability for Basic "Medical Expenses" is \$5,000.

B. COVERAGE R – ADDED FIRST PARTY BENEFITS

If Coverage R appears in the Declarations, we will pay in addition to the Basic First Party Benefit, Added First Party Benefits to or for an "insured" who sustains "bodily injury" caused by an accident arising out of the maintenance or use of a "motor vehicle". Added First Party Benefits consist of the following if shown as applicable in the Declarations:

1. Increased "medical expenses";
 2. "Income loss";
 3. "Funeral expense"; and
 4. "Accidental death".
1. **Option A (INCREASED MEDICAL EXPENSES).** This option applies if option "A4", "A5", "A6", or "A7" appears in the Declarations following Coverage R.

The Limit of Liability for the Basic Medical Expenses is increased to the amount shown in the following schedule for the "A" option shown in the Declarations.

A Option Schedule

Option	Amount
A4	\$10,000
A5	\$25,000
A6	\$50,000
A7	\$100,000

2. **Option B (INCOME LOSS).** This option applies if option "B4", "B5", "B6", "B7", or "B8" appears in the Declarations following Coverage R.

The Limit of Liability for "income loss" is the "Maximum Amount" shown in the following schedule for the "B" option shown in the Declarations. The Limit of Liability for any one month is the "Monthly Amount" shown for that option in the following schedule.

B Option Schedule

Option	Maximum Amount	Monthly Amount
B4	\$15,000	\$1,500
B5	\$5,000	\$1,000
B6	\$15,000	\$1,000
B7	\$25,000	\$1,500
B8	\$50,000	\$2,500

3. Option C (FUNERAL EXPENSE).

This option applies if option "C6" or "C7" appears in the Declarations following Coverage R.

The Limit of Liability for "funeral expense" is the amount shown in the following schedule for the "C" option shown in the Declarations.

C Option Schedule

Option	Amount
C6	\$1,500
C7	\$2,500

4. Option D (ACCIDENTAL DEATH).

This option applies if option "D6", "D7" or "D8" appears in the Declarations following Coverage R.

The Limit of Liability for "accidental death" is the amount shown in the following schedule for the "D" option shown in the Declarations.

D Option Schedule

Option	Amount
D6	\$5,000
D7	\$10,000
D8	\$25,000

5. Options H, J, K and L (Combination First Party Benefits). One of these options apply if option "H" "J" "K", or "L" appears in the Declarations following Coverage R.

The Limit of Liability for Basic "Medical Expenses", Increased "Medical Expenses", "Income Loss", "Funeral Expense" and "Accidental Death" combined is the amount shown as "total limit" in the following schedule for the option shown in the Declarations. The

"total limit" is the most we will pay as a result of "bodily injury" to any one "insured" as the result of any one accident. However, the most we will pay for:

A. "Funeral Expense" is \$2,500.

B. "Accidental Death" is the amount shown as "Accidental Death" Benefit in the following schedule for that option.

H J K and L Option Schedule

Option	Total Limit	Accidental Death Benefit
H	\$50,000	\$10,000
J	\$100,000	\$10,000
K	\$177,500	\$25,000
L	\$277,500	\$25,000

We will only pay for expenses or loss incurred within three years from the date of the accident.

EXCLUSIONS

We do not provide benefits for "bodily injury":

1. Sustained by any person while intentionally causing or attempting to cause "bodily injury" to:
 - a. himself;
 - b. herself; or
 - c. 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 a "motor vehicle" knowingly converted by that person. However, this exclusion (4.) 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 registered "motor vehicles" and none of those "motor vehicles" have in effect the financial

- responsibility required by "the act",
or
- b. is "occupying" a "motor vehicle"
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 a "motor vehicle" while located
for use as a residence or premises.
- 7. Sustained by any person injured as a
result of conduct within the course of
the business of repairing, servicing or
otherwise maintaining "motor vehicles".
This exclusion (7.) does not apply if the
conduct is off the business premises.
- 8. Sustained by a pedestrian if the acci-
dent occurs outside of Pennsylvania.
This exclusion (8.) does not apply to:
 - a. You; or
 - b. any "family member".
- 9. Sustained by any person while "occupy-
ing":
 - a. a recreational vehicle designed for
use off public roads; or
 - b. a motorcycle, moped or
similar-type vehicle.
- 10. Caused by or as a consequence of:
 - a. discharge of a nuclear weapon
(even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
- 11. From or as a consequence of the fol-
lowing, whether controlled or uncon-
trolled or however caused:
 - a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.

LIMIT OF LIABILITY

The Limit of Liability for all the First Party Benefits that apply is the most we will pay to or for each "insured" as the result of any one accident. This is the most we will pay regardless of the number of:

- 1. Claims made;

- 2. Vehicles or premiums shown in the
Declarations;
- 3. Vehicles involved in the accident; or
- 4. Insurers providing First Party Benefits.

If combination First Party Benefits are af-
forded, we will apply the total limit of liability
to provide any separate limits required by "the
act" for all First Party Benefits. This provision
will not change our total limit of liability.

Any amount payable under all First Party
Benefits Coverage shall be excess over any
amounts paid, payable or required to be
provided to an "insured" under any workers'
compensation law or similar law.

PRIORITIES OF POLICIES

We will pay all First Party Benefits in accord-
ance with the order of priorities set forth by
"the act". We will not pay if there is another in-
surer 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 in-
sured".
- 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 "motor
vehicle" which the "insured" is
"occupying" at the time of the
accident.
- Fourth: The insurer providing benefits
on any "motor vehicle" involved
in the accident if the "insured"
is:
 - a. a pedestrian; and
 - b. not provided first party
benefits under any other
automobile policy.

In this priority, an unoc-
cupied parked "motor
vehicle" is not a "motor

vehicle" involved in an accident unless it was parked in a manner as to create an unreasonable risk of injury.

If 2 or more policies have equal priority within the highest applicable priority level:

1. The insurer against which the claim is first made shall process and pay the claim, up to its limit of liability, as if wholly responsible subject to subsequent contribution pro rata from any other insurer for the benefits paid and the cost of processing the claim. If such contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and
2. The maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limits of benefits.

III. CONDITIONS

- A. Notice. If an accident occurs, written notice adequately identifying the insured and reasonably accessible facts concerning the time, place and circumstances of the accident shall be given as soon as practicable by or on behalf of each insured to us or any of our authorized agents.
- B. Medical Reports; Proof of Claim. As soon as practicable the insured, or someone on his or her behalf, shall give us proof of claim, under oath if required, fully describing the nature and extent of "bodily injury", treatment and rehabilitation received and contemplated and other information to assist us in determining the amount due and payable.

Proof of claim shall be made upon forms furnished by us unless we fail to supply such forms within 15 days after receiving notice of claim.

The "insured" shall submit to mental and physical examinations by physicians selected by us when and as often as we may reasonably require. We will pay the costs of such examinations.

The "insured" (or, in the event of such person's incapacity or death, his or her legal representative) shall, if we request, sign papers to enable us to obtain medical reports and copies of records. A copy of such medical report will be forwarded to such "insured" upon his or her written request.

If "income loss" benefits are claimed, the "insured" presenting such claim shall authorize us to obtain details of all earnings paid to him or her by an employer or earned by him or her since the time of the injury or during the year immediately preceding the date of the accident.

- C. Customary Charges For Treatment. The amount we will pay to a person or institution providing treatment, accommodation, products or services to an "insured" for an injury covered by benefits for "medical expenses" shall not exceed the amount the person or institution customarily charges for like treatment, accommodations, products and services in cases involving no insurance.

NON-DUPLICATION OF BENEFITS

No one will be entitled to recover duplicate payments for the same elements of loss under this or any other similar automobile insurance including self-insurance.

PAYMENT OF ACCIDENTAL DEATH BENEFITS

The "accidental death" Benefit under this policy will be paid to the executor or administrator of the deceased "insured's" estate. If there is no executor or administrator, benefits shall be paid to:

1. The deceased "insured's" surviving spouse; or
2. If there is no surviving spouse, the deceased "insured's" children; or
3. If there is no surviving spouse or surviving children, to the deceased "insured's" estate.

AMENDMENT OF POLICY PROVISIONS - PENNSYLVANIA

I. DEFINITIONS

The Definitions section is amended as follows:

A. The provision J.4. of the definition of "your covered auto" (J.) is replaced by the following:

4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- a. breakdown; d. loss; or
- b. repair; e. destruction.
- c. servicing;

This provision (J.4.) does not apply to the Damage To Your Auto Section.

B. The following definitions are added:

"Serious injury" means a personal injury resulting in death, serious impairment of body function or permanent serious disfigurement.

"Economic loss" means medical and other out-of-pocket expenses.

"Noneconomic loss" means pain and suffering and other nonmonetary damages.

II. TORT LIABILITY INSURANCE OPTIONS

The following provisions are added:

A. LIMITED TORT OPTION

If the Declarations shows that Coverage QA is provided, the Limited Tort Option applies. Each insured who is bound by this option may seek compensation only for "economic loss" suffered because of "bodily injury" caused by accident as the consequence of the fault of another person. However, each "insured" may recover damages as if the "insured" damaged had elected the Full Tort Option:

- 1. If the bodily injury suffered is a "serious injury"; or
- 2. If the person at fault:
 - a. is convicted, or accepts Accelerated Rehabilitative

Disposition for driving under the influence of alcohol or a controlled substance in that accident; or

- b. is operating a motor vehicle registered in another state; or
 - c. intends to cause intentional injury; or
 - d. has not maintained financial responsibility as required by Pennsylvania law; or
3. With respect to claims against a person in the business of designing, manufacturing, repairing, servicing or otherwise maintaining motor vehicles arising out of a defect in such motor vehicle which is caused by or not corrected by an act or omission, in the course of such business, other than a defect in a motor vehicle which is operated by such business; or
4. If injured while occupying a motor vehicle other than a private passenger motor vehicle as defined in the Pennsylvania Motor Vehicle Financial Responsibility Law of 1984, as amended.

B. FULL TORT OPTION

If the Declarations shows that Coverage QB is provided, the Full Tort Option applies. Each "insured" bound by this option may seek compensation for "noneconomic loss" claimed and "economic loss" suffered because of bodily injury caused by accident as the consequence of the fault of another person.

C. WHO IS AN INSURED

As used in this section (II), an insured means you, any "family member" or a minor in the custody of either you or any "family member".

D. OTHER INSURANCE

- 1. If you are an "insured" under more than one liability insurance policy, and the policies have conflicting tort op-

tions, the policy providing the Full Tort Option applies.

2. If an "insured", other than you, is covered by more than one liability insurance policy, and the policies have conflicting tort options:
 - a. The "insured" is bound by the tort option of the policy associated with the motor vehicle the "insured" is "occupying" at the time of the accident.
 - b. The Full Tort Option applies if the insured is not "occupying" a motor vehicle at the time of the accident.

III. LIABILITY - COVERAGE A AND COVERAGE B

The Liability section is amended as follows:

- A. Paragraph A. of the Insuring Agreement is replaced by the following:

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. 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 this coverage has been exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy

- B. The following is added to the Supplementary Payments Provision:

6. 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.

- C. Exclusions A.2. and A.3. are replaced by the following:

2. For "property damage" to property owned or being transported by that person.
3. For "property damage" to property:

- a. rented to;
 - b. used by; or
 - c. in the care of;
- that person.

This exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

IV. MEDICAL PAYMENTS - COVERAGE C

The last sentence of Section A of the Insuring Agreement does not apply to funeral expenses.

V. DAMAGE TO YOUR AUTO

The Damage To Your Auto section is replaced by the following:

DAMAGE TO YOUR AUTO

Coverage E – Collision

Coverage F – Comprehensive (Other than Collision)

Coverage G – Extended Transportation Expenses

Coverage I – Towing and Labor Costs

INSURING AGREEMENT

- A. **Collision and Comprehensive (Other Than Collision).** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment. We will pay for such loss to "your covered auto" minus any applicable deductible shown in the Declarations. We will pay for loss to "your covered auto" caused by:

1. "Collision" only if the Declarations indicate that Coverage E - Collision is provided for that auto.
2. Other than "collision" only if the Declarations indicate that Coverage F - Comprehensive is provided for that auto.

If there is such a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations. We will not subtract any deductible amount from the amount we will pay for a loss to a "non-owned auto".

B. Extended Transportation Expenses. When there is a loss to a "your covered auto" described in the Declarations for which a specific premium charge indicates that Coverage G - Extended Transportation Expenses is afforded, or to a "non-owned auto", we will pay, without application of a deductible, up to the amount per day to a maximum amount as shown in the Declarations for:

1. Transportation expenses incurred by you.
2. Loss of use expenses for which you become legally responsible in the event of loss to a "non-owned auto".

This coverage applies only if:

1. "Your covered auto" or the "non-owned auto" is withdrawn from use for more than 24 hours; and
2. The loss is caused by "collision" or is covered under Coverage F - Comprehensive of this policy.

However, this coverage does not apply when there is a total theft of "your covered auto" or a "non-owned auto". Such coverage is provided under Coverage F of this policy.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

C. Towing and Labor Costs. We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the limit of liability shown in the Declarations for Coverage I-Towing and Labor Costs as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Declarations. We will only pay for labor performed at the place of disablement.

D. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object. Loss caused by the following is considered other than "collision":

- | | |
|------------------------------------|---|
| 1. Missiles or
falling objects; | 6. Hail, water or
flood; |
| 2. Fire; | 7. Malicious mischief,
or vandalism; |

- | | |
|--------------------------------|---------------------------------------|
| 3. Theft or larceny; | 8. Riot or civil
commotion; |
| 4. Explosion or
earthquake; | 9. Contact with bird
or animal; or |
| 5. Windstorm; | 10. Breakage of glass; |

If breakage of glass is caused by a "collision" you may elect to have it considered a loss caused by "collision".

E. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.

TRANSPORTATION EXPENSES

In addition, under Coverage F, we will pay, without application of a deductible, up to the greater of the following amounts:

1. \$15 per day, to a maximum of \$450; or
2. For a "your covered auto", the amount per day, to a maximum amount shown, if any, on the Declarations for Coverage G for that specific "your covered auto"; or
3. For a "non-owned auto", the amount per day, to a maximum amount shown, if any, on the Declarations for Coverage G for any one "your covered auto".

This applies only in the event of the total theft of "your covered auto" or a "non-owned auto". The coverage applies to a "your covered auto" only when the Declarations show that Coverage F is provided for that specific "your covered auto". The coverage applies to a "non-owned auto" if the Declarations show that Coverage F is provided for any "your covered auto".

We will pay:

1. Transportation expenses incurred by you in the event of the total theft of "your covered auto"; or
2. Loss of use expenses for which you become legally responsible in the event of a total theft of a "non-owned auto".

We will pay only those expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use, or, we pay or offer to pay for its loss.

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is used to carry persons or property for a fee. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due to and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical or electrical breakdown or failure; or
 - d. road damage to tires.

This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".
3. Loss due to or as a consequence of:
 - a. radioactive contamination;
 - b. discharge of any nuclear weapon (even if accidental);
 - c. war (declared or undeclared);
 - d. civil war;
 - e. insurrection; or
 - f. rebellion or revolution.
4. Loss to equipment designed for the reproduction of sound. This exclusion (4.) does not apply if the equipment is per-

manently installed in "your covered auto" or any "non-owned auto".

5. Loss to tapes, records or other devices for use with equipment designed for the reproduction of sound.
6. Loss to a camper body or "trailer" you own which is not shown in the Declarations. This exclusion (6.) does not apply to a camper body or "trailer" you:
 - a. acquire during the policy period; and
 - b. ask us to insure within 30 days after you become the owner.
7. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
8. Loss to:
 - a. TV antennas;
 - b. awnings or cabanas; or
 - c. equipment designed to create additional living facilities.
9. Loss to any of the following or their accessories:
 - a. citizens band radio;
 - b. two-way mobile radio;
 - c. telephone; or
 - d. scanning monitor receiver.

This exclusions (9.) does not apply if the equipment is permanently installed in the opening of the dash or console of "your covered auto" or any "non-owned auto". This opening must be normally used by the auto manufacturer for the installation of a radio.
10. Loss to equipment designed or used for the detection or location of radar.
11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;

vehicles designed for use on public highways. This includes road testing and delivery.

12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11. This exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer".
13. Loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities because you or any "family member":
- a. engaged in illegal activities; or
 - b. failed to comply with Environmental Protection Agency or Department of Transportation standards.

This exclusion (13.) does not apply to the interests of Loss Payees in "your covered auto".

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
1. Actual cash value of the stolen or damaged property; or
 2. Amount necessary to repair or replace the property with like kind and quality.
- However, the most we will pay for loss to any "non-owned auto" which is a "trailer" is \$500.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto". However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will mail the loss payee written notice at least 10 days before the effective date of cancellation.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, 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 applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree 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 an umpire. The appraisers will state separately the actual cash value and the 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:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

VI. GENERAL PROVISIONS

The General Provisions are amended as follows:

A. The General Provision entitled "Changes" is deleted and replaced by the following:

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible or limits.
 If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) 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:

1. A subsequent edition of your policy; or
2. An Amendatory Endorsement.

B. The General provision entitled "Our Right To Recover Payment" is amended as follows: Item B.2. is replaced by the following:

2. Reimburse us to the extent of our payment less reasonable attorney fees and a proportionate share of the cost of recovery.

C. The Termination provision is replaced by the following:

TERMINATION

Cancellation. This policy may be cancelled during the policy period as follows:

1. The named insured shown on the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 15 days notice of cancellation:
 - (1) If notice is effective within the first 60 days this policy is in effect and this is not a renewal or continuation policy;
 - (2) For nonpayment of premium;
 - (3) If the driver's license of the named insured shown in the Declarations has been suspended or revoked after the effective date if this policy has been in effect less than one year; or if the policy has been in effect longer than one year, since the last anniversary of the original effective date; or

- b. At least 60 days notice if the policy was obtained through material misrepresentation.

Our right to cancel this policy is subject to the limitations contained in the applicable Pennsylvania Statutes.

Nonrenewal. If we decide not to renew or continue this policy, we will mail notice at least 60 days before the expiration date of the policy to the named insured shown in the Declarations page at the address shown on that page.

If the policy period is other than 1 year, we will have the right not to continue it only at each anniversary of its original effective date. If that date is the 29th, 30th, or 31st of a month, we may consider the first day of the next month to be this anniversary.

However, our right to nonrenew this policy is subject to the limitations contained in the applicable Pennsylvania Statutes.

Automatic Termination. The policy will automatically terminate on the expiration date of any annual policy period without notice if you fail to pay when due any premium installment for this policy or its continuation whether payable directly to us, or through a premium finance plan or credit extension.

This policy, if not already terminated under the terms of this condition, will automatically terminate without notice on the

effective date of any other automobile insurance policy, but only for any vehicle described in both policies.

Other Termination Provisions.

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

D. The following provision is added:

CONSTITUTIONALITY CLAUSE

The premium for, and the coverages of, this policy 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 will have the right to recompute the premium payable for the policy and void or amend the provisions of the policy, subject to the approval of the Insurance Commissioner.

SUPPLEMENTARY AUTOMOBILE APPLICATION - PENNSYLVANIA

(To be completed by the Named Insured or Applicant)

Travelers Insurance

A Member of Travelers Group

Name

BLAIR E WILLIAMS

Policy Number (If Not New Business)

008574280 101 1

Address

R D 1 BOX 55

IRVONA, PA 16656

IMPORTANT NOTICE

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

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

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

Your signature on this notice or your payment of any renewal premium evidences your actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits you have selected. If you have any questions or you do not understand all of the various options available to you, contact your agent or company. If you do not understand any of the provisions contained in this notice, contact your agent or company before you sign.

Signature of Named Insured

Date

TAKE THE TIME TO REVIEW AND UNDERSTAND THE VARIOUS COVERAGES, LIMITS, AND OPTIONS AVAILABLE. THEN, INDICATE YOUR DECISION ON THE SUPPLEMENTARY AUTOMOBILE APPLICATION LOCATED ON THE FOLLOWING PAGES OF THIS FORM.

NOTICE TO NAMED INSURED 558

- A. "Limited Tort" Option - The laws of the Commonwealth of Pennsylvania give you the right to choose a form of insurance that limits your right and the right of members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out-of-pocket expenses, but not for pain and suffering or other nonmonetary damages unless the injuries suffered fall within the definition of "serious injury" as set forth in the policy, or unless one of several other exceptions noted in the policy applies. The annual premium for basic coverage as required by law under this "limited tort" option is 4700.

Additional coverages under this option are available at additional cost.

- B. If you wish to choose the "limited tort" option described in paragraph A, you must sign this notice where indicated below and return it. If you do not sign and return this notice, you will be considered to have chosen "full tort" coverage as described in paragraph C and you will be charged the "full tort" premium.

I wish to choose the "limited tort" option described in paragraph A.

Signature Line I.

Named Insured

Date

- C. "Full Tort" Option - The laws of the Commonwealth of Pennsylvania also give you the right to choose a form of insurance under which you maintain an unrestricted right for you and the members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out-of-pocket expenses and may also seek financial compensation for pain and suffering and other nonmonetary damages as a result of injuries caused by other drivers. The annual premium for basic coverage as required by law under this "full tort" option is 1050.

Additional coverages under this option are available at additional cost.

- D. If you wish to choose the "full tort" option described in paragraph C, you may sign this notice where indicated below and return it. However, if you do not sign and return this notice, you will be considered to have chosen the "full tort" coverage as described in paragraph C and you will be charged the "full tort" premium.

Signature Line II.

Named Insured

Date

- E. You may contact your insurance agent, broker or company to discuss the cost of other coverages.

FIRST PARTY BENEFITS COVERAGE

COVERAGE QA/QB - BASIC FIRST PARTY BENEFIT COVERAGE (MANDATORY)

BASIC FIRST PARTY BENEFIT COVERAGE IS MANDATORY.

QA INDICATES THAT THE LIMITED TORT OPTION WAS SELECTED.

QB INDICATES THAT THE FULL TORT OPTION WAS SELECTED.

BOTH QA AND QB PROVIDE THE BASIC FIRST PARTY BENEFIT WHICH CONSISTS OF A MEDICAL EXPENSE BENEFIT IN THE AMOUNT OF \$5,000.

☒ COVERAGE R - ADDED FIRST PARTY BENEFITS COVERAGE (OPTIONAL)

Increased Medical Expenses Benefits		Funeral Expenses Benefits	
Option	Amount	Option	Amount
<input checked="" type="checkbox"/> A4	\$ 10,000	<input checked="" type="checkbox"/> C6	\$1,500
<input type="checkbox"/> A5	25,000	<input type="checkbox"/> C7	2,500
<input type="checkbox"/> A6	50,000		
<input type="checkbox"/> A7	100,000		

Combination First Party Benefits		Income Loss Benefits	
Option	Total Limit	Maximum Amount	Monthly Amount
<input checked="" type="checkbox"/> H	\$ 50,000	<input checked="" type="checkbox"/> B5	\$ 5,000
<input type="checkbox"/> J	100,000	<input type="checkbox"/> B6	15,000
<input type="checkbox"/> K	177,500	<input type="checkbox"/> B7	25,000
<input type="checkbox"/> L	277,500	<input type="checkbox"/> B8	50,000

Extraordinary Medical Benefits		Accidental Death Benefits	
Option	Amount	Option	Amount
<input type="checkbox"/> Coverage W (optional)		<input type="checkbox"/> D6	\$ 5,000
<input type="checkbox"/> Coverage W	\$1,000,000	<input type="checkbox"/> D7	10,000
		<input type="checkbox"/> D8	25,000

NOTE: WE STRONGLY URGE YOU TO PURCHASE INCREASED MEDICAL EXPENSES BENEFITS, OPTION A7, IF YOU PURCHASE COVERAGE W. COVERAGE W DOES NOT PAY FOR THE FIRST \$100,000 IN MEDICAL BILLS.

Signature of Named Insured <i>Blair Williams</i>	Date <i>7-10-96</i>
---	------------------------

UNINSURED MOTORIST COVERAGE

Uninsured motorists coverage is insurance protection you may purchase that protects you and your family if you or they are injured by a negligent driver who fails to have any insurance coverage. This coverage is optional. However, we are required to include it in your policy unless you take steps to reject it.

If you do not want this coverage, the Insured named first on the application or the declarations page must sign and date the rejection of uninsured motorists protection below. If you want to keep this coverage do not sign this waiver and go to page 6.

REJECTION OF UNINSURED MOTORIST PROTECTION

By signing this waiver I am rejecting uninsured motorist coverage under this policy, for myself and all relatives residing in my household. Uninsured coverage protects me and relatives living in my household for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages. I knowingly and voluntarily reject this coverage.

Signature of First Named Insured

Date

UNDERINSURED MOTORIST COVERAGE

Underinsured motorist protection is insurance coverage you may purchase that protects only you and your family if you are injured by a negligent driver who does not have enough bodily injury liability insurance to cover your claims. This coverage is optional. However, we are required to include it in your policy unless you take steps to reject it.

If you do not want this coverage, the insured named first on the application or the declarations page must sign and date the rejection of underinsured motorist protection below. If you want to keep this coverage, do not sign this waiver and go to Page 8.

REJECTION OF UNDERINSURED MOTORIST PROTECTION

By signing this waiver, I am rejecting underinsured motorist coverage under this policy, for myself and all relatives residing in my household. Underinsured coverage protects me and relatives living in my household for losses and damages suffered if injury is caused by the negligence of a driver who does not have enough insurance to pay for all losses and damages. I knowingly and voluntarily reject this coverage.

Signature of First Named Insured

Date

SELECTION OF UNINSURED AND/OR UNDERINSURED MOTORISTS COVERAGE LIMITS

000683 561

If you elect uninsured and/or underinsured motorists coverage, we are required to offer you these coverages at limits equal to your bodily injury liability limits. If you wish to select uninsured and/or underinsured motorists coverage at limits lower than your bodily injury liability limits, you must complete, sign and date the following.

**Request for Lower Limits of Coverage
Uninsured and Underinsured Motorists Coverage**

Please make selection below only if you wish to select uninsured and/or underinsured motorists coverage at limits lower than your bodily injury liability limits:

Uninsured Motorists Coverage

- ☒ 15,000/30,000
☐ 25,000/50,000
☐ 50,000/100,000
☐ 100,000/300,000
☐ other \$ _____

Underinsured Motorists Coverage

- ☒ 15,000/30,000
☐ 25,000/50,000
☐ 50,000/100,000
☐ 100,000/300,000
☐ other \$ _____

Don E. Williams
Signature of Named Insured

7-1-96
Date

COLLISION DEDUCTIBLE

If you have collision coverage, a \$500 deductible is mandatory unless you complete the following waiver.

By signing this waiver, I am rejecting a \$500 deductible for collision coverage. I understand that my premiums for collision insurance coverage will require an additional cost, and I accept the alternative deductible checked below.

- ☐ 100
☐ 200 (not available for all vehicles, see note below)
☐ 250

Note: The \$200 deductible option is not available for certain vehicle types such as trailers, recreational vehicles, motorcycles, classic and antique autos, auto homes and camper bodies equipped with living quarters.

Signature of Named Insured

Date

ANTI-THEFT DISCOUNT

000000 562

If you have an anti-theft device in your vehicle, it may be one that qualifies for a discount on the comprehensive coverage portion of your policy.

If you answer yes to any of the following questions, check the proper block, indicate which vehicle and provide evidence of installation.

- ☐ Does your vehicle have an alarm system that can be heard at least 300 feet away for at least 3 minutes?

Which vehicle _____

- ☐ Does your vehicle have a device that you manually set that makes the fuel, ignition or starting system inoperative?

Which vehicle _____

- ☐ Does your vehicle have a device that automatically makes the fuel, ignition or starting system inoperative when the ignition is turned off?

Which vehicle _____

FRAUD NOTICE

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

I understand that the coverage selections indicated above shall apply on this policy and all future renewal policies until I notify The Travelers in writing of any changes.

Signature of Named Insured

Date

William E. Williams

7-10-96

Agent

Date

HELMBOLD & STEWART INC

Liana Shaffer

7-10-96

001061-03
COMMONWEALTH OF PENNSYLVANIA
POLICE ACCIDENT REPORT



XX REFER TO OVERLAY SHEETS

REPORTABLE ☒ NON-REPORTABLE ☐

PENNDOT USE ONLY

POLICE INFORMATION				ACCIDENT LOCATION			
1 INCIDENT NUMBER	C03-0628132			20. COUNTY	CLEARFIELD		
2 AGENCY NAME	PENNA. STATE POLICE			21. MUNICIPALITY	DECATUR TWP.		
3 STATION	CLEARFIELD/1330			22. ROUTE NO. OR STREET NAME	SR53		
4 PATROL ZONE	18			23. SPEED LIMIT	55		
5 INVESTIGATOR	PZ. MURRAY T. CRATION			24. TYPE	HIGHWAY		
6 APPROVED BY	UPL			25. ACCESS CONTROL	1		
7 INVESTIGATION DATE	02/18/00			26. ROUTE NO. OR STREET NAME			
8. ARRIVAL TIME	1713			27. SPEED LIMIT			
ACCIDENT INFORMATION				INTERSECTING ROAD:			
9. ACCIDENT DATE	02/18/00			10. DAY OF WEEK	FRI		
11 TIME OF DAY	1700			12. NUMBER OF UNITS	2		
13 # KILLED	0			14 # INJURED	2		
15 DID VEHICLE HAVE TO BE REMOVED FROM THE SCENE?	UNIT 1: Y, UNIT 2: N			17. VEHICLE DAMAGE	UNIT 1: 3, UNIT 2: 3		
16. HAZARDOUS MATERIALS	Y, N			19. PET/DOOT PROPERTY	Y, N		
UNIT #1				UNIT #2			
38. LEGALLY PARKED?	Y, N			38. LEGALLY PARKED?	Y, N		
39. PLATE	2P53981			39. PLATE	BMA8733		
40. PAT TITLE OR OUT-OF-STATE VIN	52906281001			40. PAT TITLE OR OUT-OF-STATE VIN	44402204903		
41. OWNER	MARGARET M. + ANTHONY CAPRIO JR.			41. OWNER	CHARLES JAY LEWIS		
42. ADDRESS	RD 1 Box 522			42. ADDRESS	PO Box 177		
43. CITY, STATE & ZIP CODE	OSCEOLA MILLS, PA. 16666			43. CITY, STATE & ZIP CODE	SMOKE RUN, PA. 16681		
44. YEAR	1999			44. YEAR	1991		
45. MAKE	CHEVROLET			45. MAKE	CHEVROLET		
46. MODEL (NOT BODY TYPE)	1500			46. MODEL (NOT BODY TYPE)	CAVALIER		
47. BODY TYPE	50			47. BODY TYPE	02		
48. SPECIAL USAGE	0			48. SPECIAL USAGE	0		
49. VEHICLE OWNERSHIP	1			49. VEHICLE OWNERSHIP	2		
50. INITIAL IMPACT POINT	1			50. INITIAL IMPACT POINT	11		
51. VEHICLE STATUS	0			51. VEHICLE STATUS	0		
52. TRAVEL SPEED	30			52. TRAVEL SPEED	40		
53. VEHICLE GRADIENT	1			53. VEHICLE GRADIENT	1		
54. DRIVER PRESENCE	1			54. DRIVER PRESENCE	1		
55. DRIVER CONDITION	1			55. DRIVER CONDITION	1		
56. DRIVER NUMBER	21347887			56. DRIVER NUMBER	24365761		
57. DRIVER NAME	MARGARET MARIE CAPRIO			57. DRIVER NAME	CHRISTINA M. WILLIAMS		
58. DRIVER ADDRESS	SAMEAS OWNER			58. DRIVER ADDRESS	RD 1 Box 55		
59. CITY, STATE & ZIP CODE				59. CITY, STATE & ZIP CODE	IRVING, PA. 16656		
60. SEX	F			60. SEX	F		
61. DATE OF BIRTH	06/24/67			61. DATE OF BIRTH	10/09/77		
62. COMM. VEH. Y, N	Y			62. COMM. VEH. Y, N	Y		
63. DRIVER CLASS	C			63. DRIVER CLASS	C		
64. CARRIER				64. CARRIER			
65. CARRIER ADDRESS				65. CARRIER ADDRESS			
66. CITY, STATE & ZIP CODE				66. CITY, STATE & ZIP CODE			
67. US DOT #				67. US DOT #			
68. VEH. CONFIG				68. VEH. CONFIG			
69. NO. OF AXLES				69. NO. OF AXLES			
70. CARGO BODY TYPE				70. CARGO BODY TYPE			
71. HAZARDOUS MATERIALS				71. HAZARDOUS MATERIALS			
72. RELEASE OF HAZMAT	Y, N, UNK			72. RELEASE OF HAZMAT	Y, N, UNK		

001062

18 RESPONDING FMS AGENCY HORIZONAL S.M.B.						INCIDENT #: C03-0628132									
79 MEDICAL FACILITY PHILIPSBURG AREA HOSP. PHILIPSBURG, PA.						ACCIDENT DATE: 02/18/00									
80 PEOPLE INFORMATION															
A	B	C	D	E	F	G	NAME	ADDRESS	H	I	J	K	L	M	
1	1	F	32	3	1	1		OPER. #1		4	2	1	B	0	1
1	5	m	3	4	1	0	CAMERON CAPRIO,	SAME AS OPER. #1		0	0	0	B	0	0
1	6	m	6	3	1	0	ANTHONY CAPRIO,	SAME AS OPER. #1		0	0	0	B	0	0
2	1	F	23	3	1	0		OPER. #2		3	3	9	B	6	1
81. ILLUMINATION [4] 82. WEATHER [2]						86. DIAGRAM < HORIZONAL PA. 1.5 MILES >									
83. ROAD SURFACE [8]															
84. PENNSYLVANIA SCHOOL DISTRICT (IF APPLICABLE) N/A															
85. DESCRIPTION OF DAMAGED PROPERTY N/A															
OWNER _____															
ADDRESS _____															
PHONE _____															
87. NARRATIVE - IDENTIFY PRECIPITATING EVENTS, CAUSATION FACTORS, SEQUENCE OF EVENTS, WITNESS STATEMENTS, AND PROVIDE ADDITIONAL DETAILS LIKE INSURANCE INFORMATION AND LOCATION OF TOWED VEHICLES, IF KNOWN.															
UNIT #1 + #2 NO CELL PHONE PRESENT															
WHILE TRAVELING NORTH ON SNOW, ICE + SLUSH COVERED SR 53 OPER. OF UNIT #1															
LOST CONTROL CAUSING UNIT #1 TO TRAVEL INTO THE SOUTHBOUND LANE OF TRAVEL AND															
STRUCK SOUTHBOUND UNIT #2, UPON IMPACT UNIT #1 CAME TO REST ALONG THE SOUTH															
BOUND BERM FACING NORTH 5 FEET NORTH OF INITIAL IMPACT. UNIT #2 CAME TO															
REST ALONG THE SOUTHBOUND BERM FACING NORTHEAST 20 FEET SOUTH OF INITIAL IMPACT.															
UPON ARRIVAL AT THE SCENE UNITS 1+2 WERE IN THEIR FINAL RESTING															
POSITION AS DEPICTED IN BLOCK 86. NO VISIBLE TIRE MARKS WERE OBSERVED AT THE															
SCENE DUE TO PRESENT WEATHER CONDITIONS.															
INSURANCE INFORMATION COMPANY ERIC INC. CO.															
UNIT 1 POLICY NO Q122804287N															
INSURANCE INFORMATION COMPANY STATE FARM MUT AUTO INS. CO.															
UNIT 2 POLICY NO _____															
88. WITNESSES NAME CLAY SMOLKO, 307 STONE ST. OXEDA MILLS PA 16666 (814)-774-7571															
ADDRESS _____ PHONE _____															
89 VIOLATIONS INDICATED															
UNIT 1 DRIVING VEHICLE AT SAFE SPEED															
UNIT 2 NONE															
90. SECTION NUMBERS (ONLY IF CHARGED)															
UNIT 1 3361															
UNIT 2 _____															
91 PROBABLE USE 92 TYPE TEST 93 RESULTS															
UNIT 1 0 0 0%															
UNIT 2 0 0 0%															
94 INVESTIGATION COMPLETE? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>															

3408602

PAGE: 2

001063
COMMONWEALTH OF PENNSYLVANIA
PAR CONTINUATION SHEET

[illegible]

or as part of the amount paid to the "insured". It also includes all sums paid under Coverage A of this policy.

- E. No one will be entitled to receive duplicate payments for the same elements of loss under Coverage D9 and Coverage A, Coverage C or Coverage D6 or Coverage D7 of this policy.
- F. We will not make a duplicate payment under Coverage D9 for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- G. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss.

OTHER INSURANCE

If there is other applicable similar insurance available under more than one policy or provision of coverage:

The following priorities of recovery apply:

- First The Uninsured Motorists Coverage or Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the accident.
- Second The policy affording Uninsured Motorists or Underinsured Motorists Coverage to the "insured" as a "named insured" or "family member".

- 1. Under Coverage D7 or D9, when there is applicable insurance available under the First priority:
 - a. The limit of liability applicable to the vehicle the "insured" was "occupying" under the policy in the First priority, shall first be exhausted; and
 - b. The maximum recovery under all policies in the Second priority shall not exceed the amount by which the highest limit for any one vehicle under any one policy in the Second priority exceeds the limit applicable under the policy in the First priority.
- 2. Under Coverage D7 or D9, when 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.

If two or more policies have equal priority, the insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority. The insurer is thereafter entitled to recover contribution pro rata from any other insurer for the benefits paid and the costs of processing the claim.

If we are the insurer against whom the claim is first made, we will pay subject to the limit of liability shown in the Schedule or in the Declarations for Uninsured Motorists Coverage or Underinsured Motorists Coverage, after we and all other contributing insurers agree:

- 1. Whether the "insured" is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle"; and
- 2. As to the amount of damages.

UNINSURED MOTORISTS ARBITRATION

A. If we and an "insured" do not agree.

- 1. Whether the owner or operator of the "uninsured motor vehicle" is legally liable to that "insured" for "bodily injury" sustained and caused by an accident; or
 - 2. The amount of the damages sustained by the "insured";
- either party may make a written demand for arbitration. Issues or questions seeking to interpret language of this policy or to determine whether or how coverage applies to an "insured" may not be arbitrated. Those issues and questions may not be part of any submission to the panel of arbitrators. This includes, but is not limited to, any issue or questions on:
- 1. any person's status as an "insured";
 - 2. the stacking of coverages or the amount of coverage available;
 - 3. the sufficiency of the coverage election made for this policy or any other coverage

election made, or claimed to have been made, by any person;

4. the residency or domicile of any person, including any person claiming to be an "insured".
5. the applicability of a statute of limitations;
6. our rights and duties;
7. any "insured's" rights and duties under this policy;
8. the interpretation of defined terms, the insuring agreement, exclusions, the limits of liability, this arbitration clause, or any other of the policy's terms and conditions; or
9. the degree to which either party is bound by a decision made by an arbitration panel which a party claims is outside the scope of the arbitration.

B. In the event that a valid written demand for arbitration is made, each party will select an arbitrator from the county in which the arbitration is to be conducted. The two arbitrators will select a third arbitrator from the same county. If the two arbitrators cannot agree on the third within thirty (30) days, either party may request a court in the county where the arbitration is to be conducted to make the selection.

C. Each party will:

1. Pay the expenses it incurs; and
2. Bear equally the reasonable expenses of the third arbitrator.

D. Unless agreed otherwise, arbitration will be conducted in the county in which the "insured" lived at the time of the demand for arbitration. A decision of the arbitrators will be binding as to:

1. Whether the owner or operator of the "uninsured motor vehicle" is legally liable to that "insured" for "bodily injury" sustained and caused by an accident; or
2. The amount of the damages sustained by the "insured".

A decision shall not be binding with respect to any issue not properly the subject of arbitration.

Either party may stay arbitration pending final resolution of whether an issue is properly subject to arbitration. The execution of any judgment or award may also be stayed until final resolution is reached on whether an issue was properly the subject of arbitration.

ADDITIONAL DUTIES

A person seeking Underinsured Motorists Coverage must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. 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".

GENERAL PROVISIONS

The GENERAL PROVISIONS of the policy are amended as follows:

A. The following is added to the **OUR RIGHT TO RECOVER PAYMENT** provisions:

C. Our rights do not apply under Paragraph A. with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured 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 Motorists Coverage; and
2. We also have a right to recover the advanced payment.

LAURANCE B. SEAMAN
ANDREW P. GATES

LAW OFFICES
GATES & SEAMAN
TWO NORTH FRONT STREET
P. O. BOX 846
CLEARFIELD, PA. 16830

JOHN B. GATES
(1917-1984)

(814) 765-1766
FAX (814) 765-1488

September 13, 2001

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Gary Hiergeist, Claim Representative
TRAVELERS INSURANCE
P. O. Box 821
Altoona, PA 16603

Re: Claim No. S1G 9939
Date of Loss: February 18, 2000
Your Insured: Blair Williams/Christina Williams
My Client: Christina Williams Lewis

Dear Mr. Hiergeist:

I have now had the opportunity to thoroughly review with my client Travelers' offer of \$18,500.00 to settle her underinsurance claim and the same is rejected. By way of a counter-offer, my client is willing to reduce her underinsurance demand to the sum of \$42,000.00. The same is not to be considered negotiable.

The above counter-offer will remain open for a period of twenty (20) days from the date of this letter. If the same is not accepted, kindly consider this letter as my client's demand to proceed to arbitration under the Travelers policy under which she is a named insured. In that regard, although I had previously been provided with a copy of the Declaration Page and the sign-down sheets of my client's policy by the local Travelers agent, I was not provided with a copy of Travelers' policy in question. Therefore, please provide me with a copy as soon as possible.

In the event you should have any further questions, please do not hesitate to contact me.

Very truly yours,

GATES & SEAMAN

By:



Andrew P. Gates

APG/sjb
xc: Christina M. Lewis

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Gary Hiergeist, Claim Rep.

Postage	\$ 34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94



Name (Please Print Clearly) (to be completed by mailer)

TRAVELERS INSURANCE

Street, Apt. No., or PO Box No.

P. O. Box 821

City, State, ZIP+4

Altoona, PA 16603

PS Form 3800, July 1999

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gary Hiergeist, Cl. Rep.
TRAVELERS INSURANCE
P. O. Box 821
Altoona, PA 16603

2. Article Number (Copy from service label)

7000 0600 0022 9001 7556

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

9/14/11

C. Signature

X Gary Hiergeist

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

TravelersInsurance
A member of citigroup



Gary Hiergeist
Claim Representative
P.O. Box 821
Altoona, PA 16603
814 941 1996

September 14, 2001

Andrew Gates, Esquire
Gates & Seaman
P.O. Box 846
Clearfield, PA 16830

RE: Your Client: Christina Williams Lewis
Our Insured: Blair Williams
Claim #: S1G 9939
D/L: 2/18/00

Dear Mr. Gates:

In reply to your letter of September 13, 2001, I would not offer anything near your demand of \$42,000.00 to settle this Underinsured Motorist claim. If you give me a considerably more reasonable demand, I would consider increasing my offer from the previous offer of \$18,500.00.

Our Underinsured Motorist endorsement A37041 does not have an arbitration clause in it, so if you wish to pursue this matter, you will need to file suit and pursue it through the court system.

I have requested a copy of the policy and as soon as it is received I will send it to you.

Sincerely,

A handwritten signature in cursive script that reads "Gary Hiergeist".

Gary Hiergeist
Claim Representative

BEFORE THE INSURANCE COMMISSIONER
OF THE
COMMON WEALTH OF PENNSYLVANIA

IN RE:

THE REQUIREMENT OF AN
ARBITRATION PROVISION IN
PRIVATE PASSENGER UNINSURED
AND UNDERINSURED) MOTORIST
COVERAGE

: Docket No. DO97-07-001

DECLARATORY OPINION AND ORDER

AND NOW, this 16th day of July, 2001, M. Diane Koken, Insurance Commissioner of the Commonwealth of Pennsylvania ("Commissioner"), issues the following Declaratory Opinion and Order.

HISTORY

This case involves private passenger automobile insurance policies. The Pennsylvania Insurance Department ("Department") requires these policies to include a provision requiring binding arbitration for disputes concerning uninsured motorist ("UM") and underinsured motorist ("UIM") coverage. The Insurance Federation of Pennsylvania, Inc. ("Federation") filed a Petition for Declaratory Order on June 30, 1997 challenging the authority of the Department to require arbitration of UM and UIM disputes. For the reasons that follow, the Petition will be denied.

1 On July 16, 1996, Liberty Mutual insurance Group filed with the Department a proposed revision to its private passenger automobile insurance forms which eliminated mandatory arbitration of disputes related to uninsured and underinsured motorist coverage. [Stipulation of Fact 3]. Comments from various sources were received, and on October 15, 1996, the filing was disapproved by the Department. [Stipulations of Fact 4-18]. No appeal was filed by Liberty Mutual. [Stipulation of Fact 19]. While the present action does not rule upon that particular filing, the filing and related materials constitute part of the factual record in this case.

After receiving the petition, acting Insurance Commissioner Gregory S. Martino appointed a presiding officer on July 14, 1997. On August 4, 1997, the Department filed an answer to the petition. Notice of the action was published in the *Pennsylvania Bulletin* on August 5, 1997, and interested parties were invited to submit petitions to intervene by September 5, 1997. No petitions to intervene were tiled by this date.

A prehearing conference was held, and the parties agreed that the matter would be decided on stipulated facts in lieu of a hearing. Pursuant to the presiding officer's order, the Federation and the Department filed a joint statement of undisputed facts, including sixteen exhibits thereto, on January 9, 1998.

On January 15, 1998, the Pennsylvania Trial Lawyers Association ("PATLA") filed a motion to intervene in the proceeding for the limited purpose of filing an amicus brief. In the absence of opposition from the parties, the motion was granted on January 22, 1998. On February 19, 1998, PATLA filed a petition to enlarge the Scope of its participation to full intervenor status, which petition was denied on March 24, 1998.

Pursuant to an amended briefing schedule issued by the presiding officer, the Department, the Federation and PATLA each filed simultaneous principal and reply briefs. A petition by the Federation to supplement its reply brief was denied on April 2, 1998. This matter is now ready for adjudication.

The stipulated facts used in this decision and inferences from those facts are set forth in the Discussion section of this adjudication, and constitute findings of fact for purposes of this adjudication. Conclusions of law are similarly set forth in the Discussion section.

DISCUSSION

The Federation's petition presents a question or controversy concerning the Department's authority to disapprove certain insurance policy provisions. These policy form provisions affect certain Federation members and other insurers, automobile policyholders, attorneys and the judiciary. The present controversy impacts these various interests.

Declaratory orders may be issued by an agency in its discretion "to terminate a controversy or remove uncertainty." 1 Pa. Code § 35.19. Because of the widespread impact of the policy provisions in question, declaratory relief is an appropriate mechanism to determine this controversy.

The controversy raised by the Petition requesting a Declaratory Order is the Federation's assertion that the department "does not have the authority under existing statutes and regulations to require private passenger auto policies to include an arbitration provision covering uninsured and underinsured motorist disputes." (Pet. at 5.) Statutes and controlling appellate authority compel a different conclusion. Underlying the issue in this case is the question of how properly to protect victims of uninsured or underinsured motorists.

In *Prudential Property and Cas. ins. Co. v. Muir*, 513 A.2d 1129 (Pa. Cmwlth. 1986), *alloc. den.*, 522 A.2d 1106 (Pa. 1987), the Commonwealth Court specifically held that:

the Insurance Department had the implied authority to promulgate the regulation in question (including the arbitration clause requirement), which authority is derived from the statutory duty to enforce the (Uninsured Motorist) Act by approving only those policies which provide proper protection to the victims of uninsured motorists.

513 A.2d at 1130. More recently, this conclusion was explicitly adopted by the Superior Court in *Hoerst v. Prudential Property and Cas. Ins. Co.*, 624 A.2d 187 (Pa. Super. 1993). Thus, case law confirms the Department's statutory and regulatory authority to require that auto policies include provisions requiring arbitration of UM disputes..

The Department's authority to require both UM and VIM dispute arbitration also arises out of the provisions of the Motor Vehicle Financial Responsibility Law ("MVFRL") which states that the Department has the power to administer and enforce those provisions of this chapter as to matters under its jurisdiction." 75 Pa.C.S.. §1704(b). It also requires policies to include UM and UIM coverage to "provide protection for persons who suffer injury" from an uninsured or underinsured motor vehicle. 75 Pa.C.S.. §§ 1731(a),(b). Since arbitration furthers the public policy contained in the MVFRL, the Commissioner has the authority and discretion to disapprove policy forms which do not contain clauses requiring arbitration of UM and UIM disputes. *See* 40 P.S. § 477(b) (authority to approve forms); *INA Life Ins. Co. v. Commissioner, Ins. Dept.*, 376 A.2d 670 (Pa. Cmwlth. 1977).

It is well established that "an administrative agency has wide discretion when establishing rules, regulations and standards, and also in performing its administrative duties and functions." *Hanna v. Commonwealth, Public School Employees Retirement System*, 701 A.2d 800, 805 (Pa. Cmwlth. 1997). The agency may exercise its discretion in making policy consistent with the policy choices inherent in a statute. *Pennsylvania Retailers' Ass'n v. Lazin*, 426 A.2d 712 (Pa. Cmwlth. 1981). The public policy or purpose set out in the MVFRL is to protect innocent victims from motorists without insurance or with inadequate insurance. 75 Pa.C.S. § 173 1 (b),(c); *See also The Ins. Co. of Evanston v. Bowers*, 758 A.2d 213, 221 (Pa. Super. 2000).

An arbitration provision serves this purpose of aiding such innocent victims by providing them "with whatever proceeds to which they are entitled as quickly as

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL ACTION - LAW
No. 01- - CD

CHRISTINA M. LEWIS,
formerly known as
CHRISTINA M. WILLIAMS,
Plaintiff

-VS-

TRAVELERS PROPERTY CASUALTY
COMPANIES, Defendant

PETITION TO COMPEL
ARBITRATION
WITH ATTACHED RULE and ORDER

FILED

NOV 28 2001
Clara
William A. Shaw
Prothonotary
PD 58006
1cc atty

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

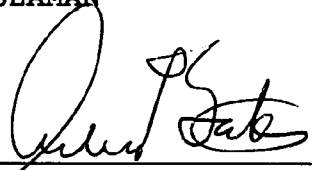
CHRISTINA M. LEWIS, formerly :
known as CHRISTINA M. :
WILLIAMS, Plaintiffs :
vs. : No. 01-1906-CD
: :
TRAVELERS PROPERTY CASUALTY :
COMPANIES, Defendant :

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Kindly mark the above captioned case as "settled,
discontinued and ended".

GATES & SEAMAN
By:


Andrew R. Gates, Esquire,
Attorney for Plaintiff,

Date:

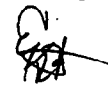
January 15, 2002

FILED

JAN 15 2002

01350^(P) Art. Do. to
William A. Shaw Atty. Gates
Prothonotary

Copy Cx



COPY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Christina M. Lewis

Vs.

No. 2001-01906-CD

Travelers Property Casualty Companies

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 15, 2002 marked:

Settled, Discontinued and Ended.

Record costs in the sum of \$80.00 have been paid in full by Andrew Gates, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of January A.D. 2002.



William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11793

LEWIS, CHRISTINA M. f/k/a CHRISTINA M. WILLIAMS

01-1906-CD

VS.

TRAVELERS PROPERTY CASUALTY COMPANIES

PETITION TO COMPEL ARBITRATION AND RULE RETURNABLE

SHERIFF RETURNS

NOW NOVEMBER 27, 2001, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY
TO SERVE THE WITHIN PETITION TO COMPEL ARBITRATION & RULE
RETURNABLE ON TRAVELERS PROPERTY CASUALTY COMPANIES, DEFENDANT.

NOW DECEMBER 6, 2001 SERVED THE WITHIN PETITION TO COMEL ARBITRATION
& RULE RETURNABLE ON TRAVELERS PROPERTY CASUALTY COMPANIES,
DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE
RETURN OF SHERIFF DEFAZIO ISHERETO ATTACHED AND MADE A PART OF THIS
RETURN STATING THAT HE SERVED BRUCE BRIZZ, OTHER.

Return Costs

Cost	Description
30.10	SHFF. HAWKINS PAID BY: ATTY.
28.00	SHFF. DEFAZIO PAID BY: ATTY.
3.00	NOTARY PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.
<u>71.10</u>	

FILED

01/21/02
JAN 16 2002

William A. Shaw
Prothonotary

Sworn to Before Me This

16 Day Of Jan 2002

William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Mandy Hawkins
Chester A. Hawkins
Sheriff

11993

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

PETER R. DEFAZIO
Sheriff

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF: CHRISTINA M. LEWIS

CASE#: 01-1906 CD

DEFT.: TRAVELERS PROPERTY CASUALTY CO

EXPIRES: _____

DEFT.: _____

☐ SUMMONS/PRAECIPE

DEFT.: _____

☐ SEIZURE OR POSSESSION

GARNISHEE: _____

☐ NOTICE AND COMPLAINT

ADDRESS: 700 TWO CHATHAM CENTER

☐ REVIVAL OR SCI FA

POH PA 15219

☐ INTERROGATORIES

☐ EXECUTION • LEVY OR GARNISHEE

MUNICIPALITY OR CITY WARD: _____

ATTY: _____

DATE: 11-28 20 01

ADDRESS: GATES & SEAMAN

ATTY'S PHONE: _____

CLEARFIELD CO

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☐ DEPUTIZE ☐ MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORED

NOW: _____ 20 _____ I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
------	-------	--------------	---------------	----------------

SHERIFF'S OFFICE USE ONLY

I hearby CERTIFY and RETURN that on the 6 day of DEC, 20 01, at 1150 o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below: _____

- ☐ Defendant(s) personally served.
- ☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
- ☐ Adult in charge of Defendant's residence who refused to give name or relationship.
- ☐ Manager/other person authorized to accept deliveries of United States Mail _____
- ☐ Agent or person in charge of Defendant(s) office or usual place of business.

☒ Other BRUCA BRIZZ

☐ Property Posted _____

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither receipt or envelope returned: writ expired _____

☐ Regular Mail Why _____

You are hereby notified that on _____, 19 _____, levy was made in the case of _____ Possession/Sale has been set for _____, 20 _____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 • 9:30 A.M.

ATTEMPTS _____

Additional Costs Due \$ _____, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

PETER R. DEFAZIO, Sheriff

BY: [Signature] (DEPUTY)

Affirmed and subscribed before me this DEC 17 2001

Notarial Seal:
Sheila R. O'Brien, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19 2004

DISTRICT: _____

Member, Pennsylvania Association of Notaries Copy - Sheriff

Pink Copy - Attorney



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-6089

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRISTINA M. LEWIS, f/k/a
CHRISTINA M. WILLIAMS

TERM & NO. 01-1906-CD

VS

SERVE BY: ASAP

or

TRAVELERS PROPERTY CASUALTY COMPANIES

HEARING DATE:

DOCUMENT TO BE SERVED: PETITION TO COMPEL ARBITRATION & RULE RETURNABLE

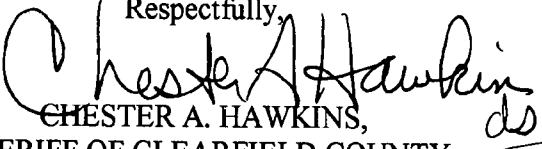
MAKE REFUND PAYABLE TO: GATES & SEAMAN

SERVE: TRAVELERS PROPERTY CASUALTY COMPANIES

ADDRESS: 700 TWO CHATHAM CENTER, PITTSBURGH, PA. 15219

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF of ALLEGHENY COUNTY Pennsylvania to execute this writ.

This Deputation being made at the request and risk of the Plaintiff this 27th day of November 2001.

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

LAW OFFICES
GATES & SEAMAN
TWO NORTH FRONT STREET
P. O. BOX 846
CLEARFIELD, PA. 16830

LAURANCE B. SEAMAN
ANDREW P. GATES

JOHN B. GATES
(1917-1984)

(814) 765-1766
FAX (814) 765-1488

November 27, 2001

Sheriff of Allegheny County
436 Grant Street
Pittsburgh, PA 15219

Re: Christina M. Lewis, formerly known as Christina M. Williams,
Plaintiff vs. Travelers Property Casualty Companies, Defendant
No. 01-1906-CD
(Court of Common Pleas of Clearfield County, Pennsylvania)

Dear Sir or Madam:

Please serve the certified copy of the Petition to Compel Arbitration upon the manager, clerk or other person in charge of the Travelers Pittsburgh office situate at 700 Two Chatham Center, Pittsburgh, PA 15219. Your Affidavit of Service should identify said individual by name and his or her title.

If you should have any further questions, please do not hesitate to contact me.

Very truly yours,

GATES & SEAMAN

By:



Andrew P. Gates

APG/sjb
enclosure