

05-334-CD
Sentry Insurance vs. Sharp et al

VS

LYNN A. SHARP AL

Sentry Ins. Comp. v. Lynn Sharp et al
2005-334-CD

Civil Other

Date		Judge
3/10/2005	New Case Filed. Filing: Equitable Interpleader Complaint Paid by: Pion, John T. (attorney for Sentry Insurance Company) Receipt number: 1897360 Dated: 03/10/2005 Amount: \$85.00 (Check) Two CC Sheriff	No Judge No Judge
3/24/2005	Praecipe For Entry of Appearance, on behalf of Defendant Candice A. Eazor, filed by s/ William Weiler, Jr., Esquire. No CC	No Judge
4/1/2005	Amended Equitable Interpleader Complaint, filed by s/ Sarah B. Heineman, Esquire. No CC Entry of Appearance, filed on behalf of Lynn A. Sharp, Defendant, by s/ David J. Hopkins, Esquire. No CC	No Judge No Judge
4/11/2005	Sheriff Return, NOW, March 11, 2005 Equitable Interpleader Complain on Lynn A. Sharp was served by handing to D. Hopkins, Attorney for defendant. NOW, March 15, 2005 Equitable Interpleader Complain on Candace A. Eazor was served. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
7/22/2005	Motion to Pay Out Funds, filed by s/John T. Pion, Esq. No CC	No Judge
7/26/2005	Order, Now, this 25th day of July, 2005, upon consideration of Plaintiff's Motion to Pay Out Funds, it is the Order of the Court that argument has been scheduled for the 7th day of September, 2005 at 1:30 p.m. in Courtroom No. 2. By The Court, /s/ Paul E. Cherry, Judge. 3CC Atty Pion w/ memo Re: service.	Paul E. Cherry
9/9/2005	Order, NOW, this 7th day of Sept., 2005, this being the date set for hearing on a Motion to Pay Out Funds filed on behalf of Plaintiff, Ordered that said motion is hereby granted. (see original). By The Court, /s/ Paul E. Cherry, Judge. 2CC Attys Pion, Hopkins, and Weiler	Paul E. Cherry
10/18/2005	Petition to Intervene, filed by s/ David J. Hopkins, Esquire. 1CC Atty. Hopkins	Paul E. Cherry
10/24/2005	Order AND NOW, this 20th day of October, 2005, upon consideration of the foregoing Petition to Intervene, filed on behalf of Lynn Sharp, it is hereby ordered that: 1. A. Rule is issued upon the Respondents to Show cause why the moving party is not entitled to the relief requested; 2. The Respondents shall file and answer to the motion within 20 days of this date; 3. The petition shall be decided under Pa.R.C.P. 206.7; 4. Depositions and all other discovery shall be completed within 60 days of this date; 5. an evidentiary hearing on disputed issues of material fact shall be held on December 28, 2005 @ 9:00 a.m. in the Clearfield County Courthouse, in Courtroom No. 2; 6. Argument shall be held on December 28, 2005 @ 9:00 a.m. in Courtroom No. 2 and Notice of the entry of this Order shall be provided to all parties by the moving party. BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty Hopkins	Paul E. Cherry
11/18/2005	Response to Petition for Rule to Show Cause, filed by s/ William Weiler Jr., Esq. No CC.	Paul E. Cherry
12/29/2005	Order, NOW, this 28th day of Dec., 2005, evidentiary hearing is continued. This matter shall be rescheduled upon completion of the appellate process. The Respondent's request for sanctions is hereby denied. By The Court, /s/ Paul E. Cherry, Judge. CC to Atty J. Pion, Hopkins, William Weiler	Paul E. Cherry
9/1/2006	Petition to Enforce Court Order And Release, filed by s/ Michael F. Nerone, Esquire. No CC	Paul E. Cherry

Date	Custody	Judge
07/30/2002	Certificate of Service, Petition to Modify along w/Order dated July 26, 2002, upon Paul Cherry, Esq. Filed by s/Robin Jean Foot, Esq. 1 cc	Fredric Joseph Ammerman
08/09/2002	<del> Petition to Withdraw Petition to Modify filed by Defendant. 2CC Atty. Foot. Petition For Contempt and Modification, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub </del>	Fredric Joseph Ammerman
03/13/2006	<del> Order AND NOW, this 14th day of March, 2006, upon consideration of the Plaintiff's Petition for Contempt and Modification, it is hereby ORDERED and DECREED that hearing on said Petition be set for the 3rd day of April, 2006 at 10:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub. </del>	Fredric Joseph Ammerman
03/17/2006	<del> Order, NOW, this 16th day of March, 2006, Ordered that the hearing on the Plaintiff's Petition for Contempt and Modification is re-scheduled from April 3, 2006 at 10:00 a.m. to the 24th day of March, 2006 at 1:30 p.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Milgrub, Foot </del>	Fredric Joseph Ammerman
03/22/2006	<del> Letter addressed to Judge Ammerman, requesting whether a hearing originally scheduled for April 3, 2006 at 10:00 a.m. should be reverted back to that date so service can be made or should matter be delayed so that appropriate service can be made. Signed, Richard H. Milgrub, Esquire. No CC, filed per Judge Ammerman's instructions </del>	Fredric Joseph Ammerman
03/27/2006	<del> Order, NOW, this 21st day of March, 2006, the Court being in receipt of a written request from Richard H. Milgrub, Esquire, counsel for the Plaintiff, to reschedule the hearing on Plaintiff's Petition for Contempt and Modification of Custody, it is the Order of this Court that the said hearing is rescheduled from March 24, 2006 at 2:30 p.m. to April 3, 2006 at 10:00 a.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Milgrub </del>	Fredric Joseph Ammerman
	<del> Petition to Withdraw Appearance on behalf of Defendant, filed by Atty. Foot 4 Cert. to Atty. </del>	Fredric Joseph Ammerman

Date: 10/12/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 09:02 AM

ROA Report

Page 2 of 2

Case: 2005-00334-CD

Current Judge: Paul E. Cherry

Sentry Insurance Company vs. Lynn A. Sharp, Candace A. Eazor, Richard Eazor, Estate

Civil Other

Date	Judge
9/5/2006	Order of Court, this 1st day of Sept., 2006, based upon consideration of the foregoing Petition, a rule issued upon the respondent. The respondent shall file an answer to the Petition within 20 days of service upon Respondent. An evidentiary hearing shall be held on Oct. 17, 2006 at 2:30 p.m. in Courtroom 2 of the Clfd. Co. Courthouse by the Petitioner. By The Court, /s/ Paul E. Cherry, Judge. 3CC Atty. Nerone ✓ Paul E. Cherry
9/14/2006	Praecipe To Withdraw Petition to Enforce Court Order And Release, filed by s/ Michael F. Nerone, Esquire. No CC ✓ Paul E. Cherry

Civil Other

Date	Judge
03/10/2005	No Judge
New Case Filed.	
03/10/2005	No Judge
Filing: Equitable Interpleader Complaint Paid by: Pion, John T. (attorney for Sentry Insurance Company) Receipt number: 1897360 Dated: 03/10/2005 Amount: \$85.00 (check) Two CC Sheriff	
03/24/2005	No Judge
Praecipe For Entry of Appearance, on behalf of Defendant Candace A. Eazor, filed by s/ William Weiler, Jr., Esquire. No CC	
04/01/2005	No Judge
Amended Equitable Interpleader Complaint, filed by s/ Sarah B. Heineman, Esquire. No CC	
04/11/2005	No Judge
Entry of Appearance, filed on behalf of Lynn A. Sharp, Defendant, by s/ David J. Hopkins, Esquire. No CC	
04/11/2005	No Judge
Sheriff Return, NOW, March 11, 2005 Equitable Interpleader Complain on Lynn A. Sharp was served by handing to D. Hopkins, Attorney for defendant. NOW, March 15, 2005 Equitable Interpleader Complain on Candace A. Eazor was served. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	
07/22/2005	No Judge
Motion to Pay Out Funds, filed by s/John T. Pion, Esq. No CC	
07/26/2005	Paul E. Cherry
Order, Now, this 25th day of July, 2005, upon consideration of Plaintiffs Motion to Pay Out Funds, it is the Order of the Court that argument has been scheduled for the 7th day of September, 2005 at 1:30 p.m. in Courtroom No. 2. By The Court, /s/ Paul E. Cherry, Judge. 3CC Atty Pion w/ memo Re: service.	
09/09/2005	Paul E. Cherry
Order, NOW, this 7th day of Sept., 2005, this being the date set for hearing on a Motion to Pay Out Funds filed on behalf of Plaintiff, Ordered that said motion is hereby granted. (see original). By The Court, /s/ Paul E. Cherry, Judge. 2CC Attys Pion, Hopkins, and Weiler	
10/18/2005	Paul E. Cherry
Petition to Intervene, filed by s/ David J. Hopkins, Esquire. 1CC Atty. Hopkins	

10-24-05 / Order, dated 10-20-05

11-18-05 / Response to Petition for Rule to Show Cause.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Sentry Insurance Company	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. <u>05-334-CD</u>
	)	
vs.	)	
LYNN A. SHARP, and	)	
CANDACE A. EAZOR, Administrator of	)	
the Estate of Richard Eazor,	)	
	)	
Defendants.	)	

FILED *Any ad. 85.00*
7/10:48/01
MAR 10 2005 *2cc*
Shaw William A. Shaw *Sheriff*
 Promonotary/Clerk of Courts

EQUITABLE INTERPLEADER COMPLAINT

Plaintiff SENTRY INSURANCE COMPANY, by its attorney, DICKIE, McCAMEY & CHILCOTE, P.C., files this Complaint for Equitable Interpleader, and avers the following:

1. Plaintiff, Sentry Insurance Company, ("Sentry"), is an Insurance Company which is authorized and licensed to issue policies of insurance in the Commonwealth of Pennsylvania.
2. Defendant Lynn A. Sharp ("Sharp") is an adult individual maintaining a principal residence at 416 Maple Avenue, Dubois, Clearfield County, Pennsylvania 15801.
3. Defendant, Candace A. Eazor, is an adult individual who resides at 508 North Court, DuBois, Pennsylvania 15801. Candace A. Eazor was appointed as Administrator of the Estate of Richard A. Eazor by the Register of Wills of Jefferson County, Pennsylvania by document dated October 17, 2002.
4. Richard Eazor ("Eazor") was insured by Sentry Insurance under Insurance Policy number 49-71684-14 ("Policy"). Attached as Exhibit "A."
5. The Policy had an underinsured motorist coverage provision for \$500,000 and liability coverage provision for \$500,000. See Exhibit "A."

6. On October 6, 2002, Defendants were involved in a single vehicle accident, where the vehicle they occupied impacted with a tree.

7. The vehicle was owned and insured by Defendant Sharp.

8. On December 6, 2002, Defendant Sharp filed a complaint in the Court of Common Pleas of Clearfield County against Defendant Richard Eazor Estate alleging she was a passenger of the vehicle Richard Eazor was negligently operating when it impacted with a tree. *See Sharp Complaint attached as Exhibit "B"*

9. On January 22, 2003, Richard Eazor's Estate filed a complaint in Jefferson County against Defendant Sharp alleging Richard Eazor was the passenger of the vehicle Defendant Sharp was negligently operating when it impacted with a tree. *See Eazor Complaint attached as Exhibit "C."*

10. On May 27, 2004, the two cases were consolidated in the Court of Common Pleas of Clearfield County. *See Court of Common Pleas of Clearfield County Court Order dated November 19, 2004 attached as Exhibit "D."*

11. The issue as to who was the driver has not been determined.

12. On December 3, 2004, Defendant Eazor's Estate made a claim for the Under Insured Motorist Coverage of \$500,000, the full limit under the Policy. *See William Weiler, Jr., Esquire's Letter Dated December 3, 2004 attached as Exhibit "E."*

13. Due to these conflicting accounts, Sentry Insurance is unclear as to whether it owes liability damages or owes underinsured motorist coverage under the policy.

14. Sentry has incurred no independent liability to any claimant and claims no title to or beneficial interest in the said proceeds, but is a mere Stakeholder.

15. Sentry has no means of determining to whom the said proceeds are payable.

16. Sentry has no means other than this action of protecting itself against the exposure of contradicting liability as to the said proceeds on the part of Defendants.

17. No act on Sentry's part has caused the conflicting claims or the peril to Plaintiff of vexation by multiple litigation, and there is no collusion now, nor has there been collusion at any time, between Sentry and Defendants, or any of them, as to this action or as to the disposition of the said proceeds.

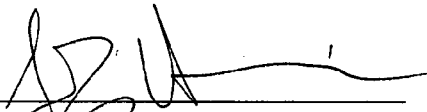
18. Sentry is ready and willing, and hereby offers to deposit the said proceeds in Court or with such person as the Court shall direct.

WHEREFORE, Plaintiff prays:

- a. That Defendants be restrained by injunction from taking any proceedings against Plaintiff in relation to the said proceeds;
- b. That Defendants be required to interplead together concerning their claims to the said proceeds;
- c. That some person be authorized by the Court to receive the said proceeds pending such litigation;
- d. That upon delivery of the said proceeds to such receiver, Sentry be discharged from any and all liability to any and all of the Defendants in relation thereto;
- e. For such other and further relief as the Court deems proper.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By: 
John T. Pion, Esquire
Sarah B. Heineman, Esquire
Attorneys for Plaintiff

Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402
(412) 281-7272



CERTIFIED COPY

REGARDING: DICK EAZOR CHEVY PONTIAC INC

SENTRY SELECT INSURANCE COMPANY

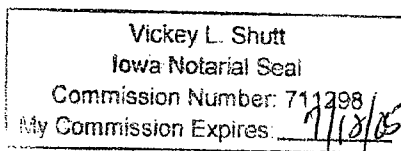
49-71684-12-50-011 COMMERCIAL GARAGE

Bob Wise, being duly sworn on oath, deposes and says that he is an Underwriting Manager and that attached hereto is a true and correct copy of the original policies of insurance issued by Sentry Select Insurance Company as maintained on file by the company.

Bob Wise

Bob Wise, C/L Underwriting Manager

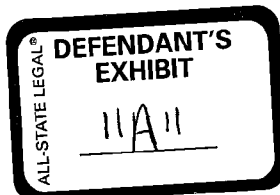
Subscribed and sworn to me before this 3rd Day of MARCH, 2005, in the County of Scott, State of Iowa



Vickey L. Shutt

Notary Public

My commission expires on 7/12/05



COMMERCIAL GARAGE DECLARATIONS

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

ITEM ONE - NAMED INSURED

FIRST NAMED INSURED: DICK EAZOR CHEVY PONTIAC INC

ITEM TWO - SCHEDULE OF COVERAGES AND AUTO

=====

THIS POLICY PROVIDES COVERAGE FOR BOTH UNINSURED AND UNDERINSURED MOTORISTS FOR VEHICLES GARAGED IN PENNSYLVANIA AT LIMITS LESS THAN THE AUTO LIABILITY LIMIT.

=====

THIS POLICY PROVIDES ONLY THOSE COVERAGES SHOWN BELOW. EACH OF THE COVERAGES WILL APPLY ONLY TO THOSE "AUTOS" SHOWN AS COVERED "AUTOS". "AUTOS" ARE SHOWN AS COVERED "AUTOS" FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTOS SECTION OF THE GARAGE COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE. ENTRY OF A SYMBOL NEXT TO LIABILITY PROVIDES COVERAGE FOR "GARAGE OPERATIONS".

<u>COVERAGE</u>	<u>COVERED AUTO SYMBOLS</u>	<u>LIMIT</u>
LIABILITY	21	EACH "ACCIDENT" "GARAGE OPERATIONS" "AUTO" ONLY \$500,000 OTHER THAN "AUTO" \$500,000
BASIC FIRST PARTY BENEFITS	25	SEPARATELY STATED IN THE BASIC FIRST PARTY BENEFITS ENDORSEMENT.
MEDICAL PAYMENTS	PREMISES	\$5,000
UNINSURED MOTORISTS	32	\$35,000
UNDERINSURED MOTORISTS	32	\$35,000
PHYSICAL DAMAGE COVERAGE - COMPREHENSIVE	28,30,31	SEE ITEM SEVEN OR ITEM NINE OF THE DECLARATIONS FOR APPLICABLE LIMITS OF INSURANCE AND DEDUCTIBLES.
PHYSICAL DAMAGE COVERAGE - COLLISION	28,30,31	SEE ITEM SEVEN OR ITEM NINE OF THE DECLARATIONS FOR APPLICABLE LIMITS OF INSURANCE AND DEDUCTIBLES.

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:

CA 01 80 09 97	CA 21 92 08 01	CA 21 93 08 01
CA 22 37 03 95	CA 25 01 12 93	CA 25 05 07 97
CA 70 00 06 87	CA 88 00 10 01	CA 88 03 05 00
CA 88 07 05 00	CA 88 08 05 00	CA 88 09 05 00
CA 88 16 10 01	CA 88 50 10 01	CA 88 56 10 01
CA 88 57 10 01	CA 99 44 12 93	GA 000100 05 00
GA 000200 05 00	GA 000800 05 00	GA 000900 (0493)
IL 00 21 04 98	IL 02 46 09 00	IL 09 10 01 81

CA 00 09 10 01 (MECH)

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

ITEM THREE - LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONSLOCATION # LOCATION ADDRESS

001	200 MAIN ST	BROCKWAY	PA 15824

ITEM FOUR - LIABILITY COVERAGEPREMIUM RATING BASISOPERATOR CLASSIFICATIONS

CLASS I-A PROPRIETORS, PARTNERS, AND OFFICERS ACTIVE IN THE BUSINESS, SALES PERSONS, GENERAL MANAGERS OR SERVICE MANAGERS AND OTHER EMPLOYEES IF PROVIDED A FURNISHED "AUTO".

CLASS I-B PROPRIETORS, PARTNERS, AND OFFICERS ACTIVE IN THE BUSINESS, SALES PERSONS, GENERAL MANAGERS OR SERVICE MANAGERS AND OTHER EMPLOYEES IF NOT PROVIDED A FURNISHED "AUTO".

CLASS I-C ALL OTHER COMPANY EMPLOYEES NOT PROVIDED A FURNISHED "AUTO".

CLASS II-A NON-EMPLOYEES UNDER AGE 25 PROVIDED A FURNISHED "AUTO".

CLASS II-B NON-EMPLOYEES AGE 25 AND OVER PROVIDED A FURNISHED "AUTO".

<u>LOC.#</u>	<u>CLASS</u>	<u>FACTOR</u>	<u>#PERSONS</u>	<u>UNITS</u>
001	I-A	1.00	5.00	5.00
	I-C	0.40	8.00	3.20
	II-B	0.50	1.00	0.50

INDIVIDUALS FURNISHED A COVERED AUTO

NAME OF INDIVIDUAL

WANDA EAZOR

ITEM FIVE - OPTIONAL COVERAGEBROADENED COVERAGE - GARAGES

LIMITS OF INSURANCE

PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE \$500,000
FIRE LEGAL LIABILITY LIMIT OF INSURANCE \$50,000 FOR ANY ONE FIRE

OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE

LIMITS OF INSURANCE

\$25,000 PER "OPERATIONS SUIT" DEDUCTIBLE \$500
NO AGGREGATE LIMIT OF INSURANCE "OPERATIONS SUITS"

CA 00 09 10 01 (MECH)

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12EMPLOYMENT PRACTICES

LIMITS OF LIABILITY

\$500,000 EACH "ACT"
NO ANNUAL AGGREGATE

2.5% DEDUCTIBLE

LEASING CONCERNSCONTINGENT LIABILITY AND CONTINGENT PHYSICAL DAMAGE COVERAGE

CONTINGENT LIABILITY COVERAGE

LIMIT OF LIABILITY \$500,000

NUMBER OF "LEASED AUTOS": 1

CONTINGENT PHYSICAL DAMAGE COVERAGE

NUMBER OF "LEASED AUTOS": 1

ITEM SEVEN - PHYSICAL DAMAGE COVERAGEPHYSICAL DAMAGE -INTERESTS

WITH RESPECT TO DEALER'S "AUTOS", THE FOLLOWING PHYSICAL DAMAGE COVERAGES APPLY TO YOUR INTEREST IN COVERED "AUTOS" YOU OWN AND YOURS AND THE FINANCE COMPANY'S INTEREST IN COVERED "AUTOS" YOU FINANCE:

TYPE OF AUTOS	COVERAGES		
	COLLISION	COMPREHENSIVE	FALSE PRETENSE
NEW "AUTOS" OWNED	X	X	X
CHEVROLET NEW FINANCED "AUTOS"	X	X	X
PONTIAC NEW FINANCED "AUTOS"	X	X	X
USED "AUTOS"	X	X	X
SERVICE AND DEMO "AUTOS"	X	X	X

CA 00 09 10 01 (MECH)

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01-03-2002
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COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12PHYSICAL DAMAGE LIMITS AND COVERAGES

LOCATION NUMBER	COVERAGE	LIMIT OF INSURANCE FOR EACH LOCATION
001	COMPREHENSIVE	\$2,800,000 MINUS \$250 DEDUCTIBLE FOR EACH COVERED "AUTO" SUBJECT TO \$1,000 AGGREGATE DEDUCTIBLE* FROM ANY ONE OCCURRENCE*
	COLLISION	\$2,800,000 MINUS \$500 DEDUCTIBLE FOR EACH COVERED "AUTO"

*THE PHYSICAL DAMAGE DEDUCTIBLES FOR OTHER THAN COLLISION COVERAGE
APPLY TO: "LOSS" CAUSED BY ALL COVERED CAUSES OF "LOSS".

WIND AND HAIL DEDUCTIBLE

FOR ALL "LOSS" CAUSED BY WIND AND HAIL, THE FOLLOWING DEDUCTIBLES
REPLACE THE DEDUCTIBLES INDICATED ABOVE:

\$250 FOR EACH COVERED "AUTO". THE AGGREGATE DEDUCTIBLE DOES NOT APPLY.

OTHER LOCATIONS

FOR "LOSS" AT LOCATIONS OTHER THAN THOSE LISTED IN ITEM THREE OF THE
DECLARATIONS, A LIMIT OF \$850,000 APPLIES TO COVERED "AUTOS" IN
TRANSIT AND ANY ADDITIONAL LOCATION WHERE YOU STORE COVERED "AUTOS".

FALSE PRETENSE

PER PERSON LIMIT: \$50,000 DEDUCTIBLE: \$500

AUTO DEALERS PHYSICAL DAMAGE REPORTING BASIS

QUARTERLY: YOU MUST GIVE US YOUR REPORTS BY THE FIFTEENTH OF THE
FOURTH MONTH AFTER THE POLICY BEGINS. YOUR SUBSEQUENT REPORTS MUST
BE GIVEN TO US BY THE FIFTEENTH OF EVERY THIRD MONTH. YOUR REPORTS
MUST CONTAIN THE VALUE OF THE LAST BUSINESS DAY OF EVERY THIRD MONTH
WITHIN THE POLICY PERIOD.

DEALER SPECIAL REPAIR PERCENTAGES

REPAIR PERCENTAGES	YOUR "AUTOS"	PARTS	90%	LABOR	90%
	"CUSTOMER'S AUTOS"	PARTS	90%	LABOR	90%

CUSTOMERS' PERSONAL PROPERTY

THE MOST WE WILL PAY IN ANY ONE "LOSS" TO "CUSTOMER'S PERSONAL"
PROPERTY" IS \$7,000.

AUTO DEALERS ECONOMIC LOSS COVERAGE - NEW VEHICLES

LIMIT - \$2,500 PER VEHICLE OR 10% OF THE "ACTUAL DEALER COST"
WHICHEVER IS LESS.

CA 00 09 10 01 (MECH)

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

HIRED AUTO PHYSICAL DAMAGE COVERAGE

PHYSICAL DAMAGE COVERAGE IS PROVIDED FOR LEASED, HIRED, RENTED OR BORROWED (DOES NOT INCLUDE "AUTO" LEASED, RENTED OR BORROWED FROM AN "EMPLOYEE", PARTNER, MEMBER IF YOU ARE A LIMITED LIABILITY COMPANY OR MEMBERS OF THEIR HOUSEHOLDS) VEHICLES AS INDICATED IN THE SCHEDULE.

SCHEDULE

<u>COVERAGES</u>	<u>LIMITS OF INSURANCE THE MOST WE WILL PAY</u>	<u>DEDUCTIBLE</u>
COMPREHENSIVE	ACV, OR COST OF REPAIRS WHICHEVER IS LESS MINUS DEDUCTIBLE	\$250
COLLISION	ACV, OR COST OF REPAIRS WHICHEVER IS LESS MINUS DEDUCTIBLE	\$250

ITEM EIGHT - MEDICAL PAYMENTS COVERAGE

REFER TO ITEM NINE FOR COVERED "AUTOS" INSURED ON A SPECIFIED CAR BASIS. MEDICAL PAYMENTS COVERAGES APPLY IF THE APPROPRIATE ENDORSEMENT(S) IS/ARE ATTACHED TO THIS POLICY:

CA 25 05 GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE

CA 00 09 10 01 (MECH)

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B

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

ITEM NINE - SCHEDULE OF COVERED AUTOS WHICH ARE INSURED ON A SPECIFIED CAR BASIS

PER "AUTO" COVERAGES, LIMITS AND DEDUCTIBLES ARE LISTED BELOW. ABSENCE
OF AN INDIVIDUAL "AUTO" ENTRY MEANS THAT THE COVERAGE DOES NOT APPLY.

*** NO SCHEDULED VEHICLES EXIST FOR THIS POLICY. ***

CA 00 09 10 01 (MECH)

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COMMERCIAL GARAGE POLICY

COMMERCIAL GARAGE DECLARATIONS (CONT)

POLICY NUMBER 49-71684-12

ADDITIONAL INSURED/
LOSS PAYABLE SCHEDULE

THE FOLLOWING INFORMATION IS REQUIRED TO COMPLETE THE ADDITIONAL INSURED
ENDORSEMENTS WHICH FORM A PART OF YOUR COMMERCIAL GARAGE POLICY.

<u>ADDITIONAL INSURED/LOSS PAYABLE</u>	<u>ENDORSEMENT</u>	<u>EFFECTIVE</u>
DEPOSIT BANK BANK INSURANCE PROCESSING PO BOX 400 INDIANA, PA 15701 (CERTIFICATE NUMBER 0001)	CA 99 44 12 93	FROM DECEMBER 31, 2001 TO DECEMBER 31, 2002
 <u>PREMISES</u>		
200 MAIN ST BROCKWAY, PA 15824		

CA 00 09 10 01 (MECH)

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PAGE 1



PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

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

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

A. CHANGES IN LIABILITY COVERAGE

2. The following is added to Supplementary Payments:

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

B. CHANGES IN CONDITIONS

1. The following is added to the LOSS CONDITIONS Section:

Paragraph A.2.b.(5) of the DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS Condition is replaced by the following:

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

The following is added to the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition:

If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

2. The following is added to the GENERAL CONDITIONS Section:

CONSTITUTIONALITY CLAUSE

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

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

CA 01 80 09 97

Copyright, Insurance Services Office, Inc., 1997



PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED

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

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

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

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
\$	Each "Accident"

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

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
 - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the "suit".

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PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply if such settlement does not adversely affect our rights of recovery under this coverage.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

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MOTORISTS COVERAGE - NONSTACKED - CONTINUED

- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. Any amount payable for damages under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible. This includes all sums paid for the same damages under this Coverage Form's Liability Coverage. This also includes all sums paid for an "insured's" attorney either directly or as part of the amount paid to the "insured".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for Pennsylvania Uninsured Motorists Coverage - Nonstacked as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
 - a. Promptly notify the policy if a hit-and-run driver is involved, and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment due to an "accident" involved an "uninsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by

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MOTORISTS COVERAGE - NONSTACKED - CONTINUED

the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

3. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

FIRST	The Uninsured Motorists Coverage application to the vehicle the "insured" was "occupying" at the time of the "accident".
SECOND	The Coverage Form or policy affording Uninsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

- c. Where there is applicable insurance available under the first priority:

- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and
- (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.

- d. If two or more Coverage Forms or policies have equal priority:

- (1) 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;
- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer on the same level of priority for the benefits paid and the costs of processing the claim; and

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MOTORISTS COVERAGE - NONSTACKED - CONTINUED

(3) If we are the insurer against whom the claim is first made, we will pay, subject to the limit of insurance for Uninsured Motorists Coverage shown in the Declarations, after all contributing insurers agree as to:

(a) Whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle"; and

(b) The amount of damages.

4. The following condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Arbitration shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident".
 - b. For which an insuring or bonding company:
 - (1) Denies coverage;

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PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

- (2) Is or becomes insolvent; or
- (3) Is or becomes involved in insolvency proceedings.
- c. For which neither the driver nor owner can be identified.
The vehicle or "trailer" must:
 - (1) Hit an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying".

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

However, an "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - b. Owned by a governmental unit or agency; or
 - c. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED

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

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

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

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
\$	Each "Accident"

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

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle".
2. We will pay under this coverage only if a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

- (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:
- a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the "suit".

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
3. Punitive or exemplary damages.

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

4. "Bodily injury" sustained by:

- a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The Conditions are changed for Pennsylvania Underinsured Motorists Coverage - Nonstacked as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
 - a. Promptly send us copies of the legal papers if a "suit" is brought.
 - b. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to the "insured" in an amount equal to the tentative settlement to

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment due to an "accident" involved an "underinsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

3. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

FIRST	The Underinsured Motorists Coverage application to the vehicle the "insured" was "occupying" at the time of the "accident".
SECOND	The Coverage Form or policy affording Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

- c. Where there is applicable insurance available under the first priority:

- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and
- (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.

- d. If two or more Coverage Forms or policies have equal priority:

- (1) 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;
- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer e costs for the benefits paid and the costs of processing the claim; and
- (3) If we are the insurer against whom the claim is first made, we will pay, subject to the Limit of Insurance for Underinsured Motorists Coverage shown in the Declarations, after all contributing insurers agree as to:
 - (a) Whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle"; and
 - (b) The amount of damages.

4. The following condition is added:

ARBITRATION

- a. If we an an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Arbitration shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a vehicle for which the sum of all liability bonds or policies that apply at the time of an "accident" do not provide at least the amount an "insured" is legally entitled to recover as damages.

However, an "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT

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

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

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

SCHEDULE

BENEFITS	LIMIT OF LIABILITY (per insured)
Medical Expense Benefits	Up to \$5,000

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

A. COVERAGE

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

BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

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

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

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury." If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury," medical expenses will be paid without limitation as to the time such further expenses are incurred.

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

B. WHO IS AN INSURED

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

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

C. EXCLUSIONS

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

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
 - a. You; or
 - b. Any "family member."
5. Sustained by any person who, at the time of the "accident:"
 - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act;" or
 - b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

- a. You; or
- b. Any "family member".
- 8. Sustained by any person while "occupying";
 - a. A recreational vehicle designed for use off public roads; or
 - b. A motorcycle, moped or similar type vehicle.
- 9. 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.

D. LIMIT OF INSURANCE

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

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for FIRST PARTY BENEFITS as follows:

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

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

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

PRIORITIES OF POLICIES

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

The priority order is:

- First The insurer providing benefits to the "insured" as a named insured.
- Second The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the "Act."
- Third The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident."
- Fourth The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is:
 - a. Not "occupying" an "auto;" and
 - b. Not providing First Party Benefits under any other policy.

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

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

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle, or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
 - a. By muscular power; or
 - b. On rails or tracks.
2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
 - a. Related to you by blood, marriage or adoption; or
 - b. A minor in your custody or in the custody of any other "family member."
4. "Occupying" means in, upon, getting in, on, out or off.

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BROAD FORM PRODUCTS COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

LIABILITY COVERAGE is changed as follows:

The DEFECTIVE PRODUCTS Exclusion does not apply. However, subject to the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos", the coverage only applies to that amount of "property damage" to your "products" that exceeds \$250 for any one "accident".

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GARAGE LOCATIONS AND OPERATIONS MEDICAL
PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

A. COVERAGE

We will pay reasonable medical and funeral expenses to or for each person who sustains "bodily injury" to which this coverage applies, caused by an "accident" and resulting from:

1. The maintenance or use of the locations shown in the Declarations and that portion of the roads or other accesses that adjoin these locations for garage business.
2. All operations necessary or incidental to a garage business.

We will pay only those expenses incurred for services rendered within one year from the date of the "accident".

B. EXCLUSIONS

This insurance does not apply to:

1. "Bodily injury" resulting from the maintenance or use of any "auto".
2. "Bodily injury" to a person, whether or not an "employee" of any "insured", if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
3. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
4. "Bodily injury" to any "insured".

C. LIMIT OF INSURANCE

Regardless of the number of persons who sustain "bodily injury" or claims made, the most we will pay for "bodily injury" for each person injured in any one "accident" is the Limit of Medical Payments Coverage shown in the Declarations.

D. CHANGES IN CONDITIONS

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Garage Condition does not apply.

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COMMERCIAL AUTO

POLICY NUMBER: 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

ENDORSEMENT EFFECTIVE
12-31-01

FELLOW EMPLOYEE BODILY INJURY

THIS ENDORSEMENT MODIFIES INSURANCE UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

UNDER SECTION II - LIABILITY COVERAGE, THE EXCLUSION RELATING TO
"BODILY INJURY" TO ANY FELLOW EMPLOYEE, B.5., IS DELETED, BUT ONLY
WITH RESPECT TO THE PERSONS LISTED BELOW:

ALL EMPLOYEES

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GARAGE COVERAGE FORM

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS	
21	Any "Auto"	
22	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
23	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
24	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
25	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

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GARAGE COVERAGE FORM - CONTINUED

SYMBOL		DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
26	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own, and which are covered under Section II - Liability Coverage, that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
27	Specifi- cally Described "Autos"	Only those "autos" described in Item Nine of the Declarations in which coverage is indicated by an "x" or a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Nine which is provided Liability Coverage).
28	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", or partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
29	Non-Owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your garage business.
30	"Autos" Left With You For Service, Repair, Storage or Safe- keeping	Any customer's land motor vehicle or trailer or semitrailer while left with you for service, repair, storage or safekeeping. Customers include your "employees" and members of their households, who pay for services performed.

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GARAGE COVERAGE FORM - CONTINUED

SYMBOL	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
31	Dealers "Autos" and "Autos" Held For Sale By Non-Dealers or Trailer Dealers (Physical Damage Coverages) Any "auto" and the interests in these "autos" described in Item Seven of the Declarations as well as an "auto" described in Item Nine of the Declarations for which physical damage coverage is designated to apply.
32	Owned "Autos" Only (Uninsured / Under- insured Motorists) Only those "autos" you own and which are covered under Section II - Liability Coverage. This includes those "autos" you acquire ownership of after the policy begins.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If Symbols 21, 22, 23, 24, 25, 26, or 32 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 27 is entered next to a coverage, in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS AND TEMPORARY SUBSTITUTE AUTOS

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

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;

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GARAGE COVERAGE FORM - CONTINUED

- b. Repair;
- c. "Loss"; or
- d. Destruction.

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS"

- a. We will pay all sums an "insured" legally must pay as damages, including punitive damages where insurable by law, because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident" and resulting from "garage operations" other than the ownership, maintenance or use of covered "autos".

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "accident" occurs in the coverage territory;
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no "insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" occurred then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any

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GARAGE COVERAGE FORM - CONTINUED

"insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware of any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. GARAGE OPERATION - COVERED AUTOS

We will pay all sums an "insured" legally must pay as damages, including punitive damages where insurable by law, because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

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

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

3. WHO IS AN INSURED

a. The following are "insureds":

- (1) You for any covered "auto".
- (2) Your partners (if you are a partnership), members (if you are a limited liability company), shareholders, officers, directors, "employees", "temporary workers" and members of their or your households while using or legally responsible for the use of a covered "auto" you own, hire (a covered auto) you hire includes an "auto" rented by your "employee" or "temporary worker" for use in your company business) or borrow, if the use is within the scope of your permission.

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GARAGE COVERAGE FORM - CONTINUED

- (3) Individuals, including members of their households, furnished a covered "auto" by you for their regular use, but only if the individual is specifically named in the Declarations and only while using or legally responsible for the use of the furnished covered "auto".
 - (4) Any "contract driver"
 - (5) Anyone else required by law to be an insured while using a covered "auto" you own, hire or borrow, if the use is within the scope of your permission.
 - (6) Anyone liable for the conduct of an "insured" described above, but only to the extent of that liability.
- b. The following are not "insureds":
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" or a "temporary worker" if the covered "auto" is owned by that "employee" or "temporary worker" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking, or storing "autos" unless that business is your "garage operations".
 - (4) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. The following are "insureds" for "garage operations" other than covered "autos":
- (1) You.
 - (2) Your partners (if you are a partnership), members (if you are a limited liability company), shareholders, officers, directors or "employees" but only while acting within the scope of their duties.

4. COVERAGE EXTENSIONS

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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GARAGE COVERAGE FORM - CONTINUED

- (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

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

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". But for "garage operations" other than covered "autos" this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. CONTRACTUAL

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

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

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GARAGE COVERAGE FORM - CONTINUED

- b. That the "insured" would have in the absence of the contract or agreement.

3. WORKERS COMPENSATION

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

4. EMPLOYEE INDEMNIFICATION AND EMPLOYERS LIABILITY

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
- (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.
- c. A person arising out of any:
- (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- d. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2), or (3) above are directed.

This exclusion applies:

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

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

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GARAGE COVERAGE FORM - CONTINUED

5. FELLOW EMPLOYEE

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employees" employment or while performing duties related to the conduct of our business.

6. CARE, CUSTODY OR CONTRAL

"Property damage" to or "covered pollution cost or expense" involving:

- a. Property owned, rented or occupied by the "insured";
- b. Property loaned to the "insured";
- c. Property held for sale or being transported by the "insured";
or
- d. Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. LEASED AUTOS

Any covered "auto" while leased or rented to others. This exclusion does not apply to:

- a. A covered "auto" you rent to one of your customers while his or her "auto" is left with you for service or repair or while the customer is awaiting delivery of an "auto" after signing a written purchase agreement with you; or
- b. Your or your "employee" or "temporary worker" while a leased or rented "auto" is in your custody for service, repair, pickup or delivery in the course of your business.

8. POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

- a. "Bodily injury" or "property damage" arising out of the actual alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (1) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to any "insured";
 - (2) At or from any premises, site, or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste.
 - (3) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:

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GARAGE COVERAGE FORM - CONTINUED

- (a) To test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of the "pollutants"; or
 - (b) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
- (4) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs a.(1) and a.(3)(b) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable or breaks out from where it was intended to be.

Paragraph a.(1) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Paragraph a.(3)(b) does not apply to "bodily injury" or "property damage" by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

b. Any loss, cost or expense arising out of any:

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

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order, or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

9. POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - COVERED "AUTOS"

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

- a. That are, or that are contained in any property that is:

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GARAGE COVERAGE FORM - CONTINUED

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

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

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

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

10. RACING

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

11. WATERCRAFT OR AIRCRAFT

Any watercraft or aircraft except watercraft while ashore on premises where you conduct "garage operations".

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GARAGE COVERAGE FORM - CONTINUED

12. DEFECTIVE PRODUCTS

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products" at the time it was transferred to another.

13. WORK YOU PERFORMED

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials, or equipment used in connection with the work.

14. LOSS OF USE

Loss of use of other property not physically damaged if caused by:

- a. A delay or failure by your or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- b. A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, 14.b., does not apply if the loss of use is caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

15. PRODUCTS RECALL

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work, or other property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

16. WAR

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

17. LIQUOR LIABILITY

"Bodily injury" or "property damage" for which an "insured" may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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GARAGE COVERAGE FORM - CONTINUED

This exclusion applies only if you use the premises in part for the following purposes:

- (1) Serving or furnishing alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license; or
 - (b) Is for the purpose of financial gain or livelihood; or
- (2) Serving or furnishing alcoholic beverages without a charge, if a license is required for such activity.

C. LIMIT OF INSURANCE

1. AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

If an Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered Autos is indicated in the Declarations, for "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for the sum of all damages involving "garage operations" other than "auto" is the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

Damages payable under the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" consist of damages resulting from "garage operations" other than the ownership, maintenance or use of the "autos" indicated in SECTION I of this Coverage Form as covered "autos" including the following coverages, if provided by endorsement:

- a. "Personal Injury" liability coverage;
- b. "Personal and advertising injury" liability coverage;
- c. Host liquor liability coverage;
- d. Fire legal liability coverage;
- e. Incidental medical malpractice liability coverage;
- f. Non-owned watercraft coverage;
- g. Broad form products coverage;
- h. Broad form completed operations coverage.

The Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the

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GARAGE COVERAGE FORM - CONTINUED

Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos".

2. EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

For "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Subject to paragraph 1 above, and regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for all damages resulting from any one "accident" is the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

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

Damages payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" are not payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos".

3. LIMIT OF INSURANCE - "GARAGE OPERATIONS" - COVERED "AUTOS"

For "accidents" resulting from "garage operations" involving the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" involving a covered "auto" is the Each "Accident" Limit of Insurance - "Garage Operations" Covered "Autos" for Liability Coverage shown in the Declarations.

For "contract drivers" and anyone required by law to be an "insured" for the use of a covered "auto", the most we will pay for all damages resulting from one "accident" involving a covered "auto" is that portion of the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos" needed to comply with the minimum limits provision of the law in the jurisdiction where the "accident" took place. When there is other insurance applicable to the "accident", we will pay only the amount needed to comply with these minimum limits after the other insurance is exhausted.

Damages and "covered pollution cost or expense" payable under the Each "Accident" Limit of Insurance - "Garage Operations" Covered "Autos" are not payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos".

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GARAGE COVERAGE FORM - CONTINUED

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

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

D. DEDUCTIBLE

We will deduct \$100 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

SECTION III - GARAGEKEEPERS COVERAGE

A. COVERAGE

1. We will pay all sums an "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the insured's care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:
 - a. COMPREHENSIVE COVERAGE
From any cause except:
 - (1) The "customer's auto's" collision with another object; or
 - (2) The "customer's auto's" overturn.
 - b. SPECIFIED CAUSES OF LOSS COVERAGE
Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft; or
 - (3) Mischief or vandalism
 - c. COLLISION COVERAGE
Caused by:
 - (1) The "customer's auto's" collision with another object; or
 - (2) The "customer's auto's" overturn.
2. We will also pay all sums the "insured" legally must pay as damages for "loss" to "customers' personal property" that is left in the "insured's" care in the course of your "garage operations". This coverage is on a legal liability basis only,

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GARAGE COVERAGE FORM - CONTINUED

unless coverage is specified as excess or primary insurance in the Declarations of this policy.

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

4. WHO IS AN INSURED

Only you are an "insured" for "loss" to a "customer's auto", "customer's auto" equipment or "customers' personal property":

5. COVERAGE EXTENSIONS

The following applies as Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

B. EXCLUSIONS

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

a. CONTRACTUAL OBLIGATIONS

Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".

b. THEFT

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

c. DEFECTIVE PARTS

Defective parts or materials.

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GARAGE COVERAGE FORM - CONTINUED

d. FAULTY WORK

Faulty "work you performed".

e. THEFT OF "CUSTOMERS' PERSONAL PROPERTY"

"Loss" due to theft of "customers' personal property" if there is no evidence of forced entry into the "customer's auto" or the building in which the "customer's auto" is located.

f. "Loss" caused by or resulting from depreciation or "diminution of value".

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

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.

C. LIMIT OF INSURANCE AND DEDUCTIBLE

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought:

- a. The most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Declarations for that location.
- b. When you replace a "customer's auto" the most we will pay will be your actual cost, exclusive of your profit, holdback or overhead expenses.

2. Whether or not repairs are made:

- a. The most we will pay is the percentage of the customary retail charges in your area, stated in the Declarations as Special Repair Percentages and applying to Parts (including materials) and Labor. If your business is shown in the Declarations as a recreational vehicle dealership:

(1) The percentage shown in the Declarations for parts does not apply; and

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GARAGE COVERAGE FORM - CONTINUED

- (2) For parts, the most we will pay is your actual net cost plus up to 10% additional payment for shipping and handling.
- b. We will subtract an amount for depreciation as well as the applicable deductible shown in the Declarations. Regardless of the number of "customer's autos" damaged or stolen, the aggregate deductible shown in the Declarations is the maximum deductible applicable to all "loss" in any one event. Refer to the Declarations for the applicable deductibles and the causes of loss to which they apply.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible or calculated repair percentage. If this happens you must reimburse us for the amount we have paid on your behalf.
4. Regardless of the number of "customer's autos" or customers involved, the most we will pay in any one "loss" for "customers' personal property" will be the Garagekeepers Customers' Personal Property Limit of Insurance shown in the Declarations. The amount paid for any one "loss" will be reduced by the per "auto" comprehensive or specified causes of loss deductible that applies.

SECTION IV - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:
- a. COMPREHENSIVE COVERAGE
- From any cause except:
- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.
- b. SPECIFIED CAUSES OF LOSS COVERAGE
- Caused by:
- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, or derailment of any conveyance transporting the covered "auto".

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GARAGE COVERAGE FORM - CONTINUED

b. COLLISION COVERAGE

Caused by:

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

When "Autos" Left With You For Service, Repair, Storage Or Safekeeping is indicated for a Physical Damage Coverage, a covered "auto" for that coverage will include a "customer's auto" or "customer's auto" equipment.

2. TOWING - NON-DEALERS ONLY

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. GLASS BREAKAGE - HITTING A BIRD OR ANIMAL - FALLING OBJECTS OR MISSILES

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

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

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

4. WHO IS AN INSURED

The following are "insureds" for covered "autos":

- a. You are an "insured" for any covered "auto":
- b. If Hired Auto Physical Damage coverage is provided, your "employee" for an "auto" rented or hired by your "employee" for use in your "garage operations".

5. COVERAGE EXTENSIONS

a. TRANSPORTATION EXPENSES

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered

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GARAGE COVERAGE FORM - CONTINUED

"auto" of the private passenger type you own. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. LOSS OF USE EXTENSION

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

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

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

c. "CUSTOMER'S AUTO" COVERAGE EXTENSIONS

If "Autos" Left With You For Service, Repair, Storage or Safekeeping are indicated in the Declarations as covered "autos" for a coverage under this section:

- (1) A covered "auto" for that coverage will include a "customer's auto".
- (2) We will also pay for "loss" to "customers' personal property" that is left in the "insured's" care in the course of your "garage operations".
- (3) If "loss" to a "customer's auto" results in a "suit" for damages, we have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following: Such "loss" is excluded regardless of any other cause

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GARAGE COVERAGE FORM - CONTINUED

or event that contributes concurrently or in any sequence to the "loss".

a. NUCLEAR HAZARD.

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

b. WAR OR MILITARY ACTION.

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

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

a. Any covered "auto" while leased or rented to others. This exclusion does not apply to:

- (1) A covered "auto" you rent to one of your customers while his or her "auto" is left with you for service or repair or while the customer is awaiting delivery of an "auto" after signing a written purchase agreement with you; or
- (2) You or your "employee" while a leased or rented "auto" is in your custody for service, repair, pick up or delivery in the course of your business.

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

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

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

e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

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GARAGE COVERAGE FORM - CONTINUED

- f. Any accessories used with the electronic equipment described in Paragraph e. above.

Exclusions 2.e. and 2.f. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
- (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

3. FALSE PRETENSE

We will not pay for "loss" to a covered "auto" caused by or resulting from:

- a. Someone causing you to voluntarily part with it by trick or scheme or under false pretense; or
- b. Your acquiring an "auto" from a seller who did not have legal title.
4. If your business is shown in the Declarations as an "auto" dealership or a recreational vehicle dealership, we will not pay for:
- a. "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.
- b. Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
- c. "Loss" due to theft of "customers' personal property" if there is no evidence of forced entry into the covered "auto" or the building in which it is located.

5. "DIMINUTION OF VALUE"

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GARAGE COVERAGE FORM - CONTINUED

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

6. OTHER EXCLUSIONS

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown, defective parts or materials or faulty "work you performed";
- b. Blowouts, punctures or other road damage to tires.

C. LIMITS OF INSURANCE

- 1. For "loss" to a covered "auto" the most we will pay is the lesser of:

- a. Your actual cost, exclusive of your profit, holdback or overhead expenses; or
- b. Whether or not repairs are made, the most we will pay is the percentage of the customary retail charges in your area, stated in the Declarations as Auto Dealers Special Repair Percentages and applying to Parts (including materials) and labor. If your business is shown in the Declarations as a recreational vehicle dealership:

(1) The percentage for parts does not apply; and

(2) For parts, the most we will pay is your actual net cost plus up to 10% additional payment for shipping and handling.

- c. For damage caused by hail, the cost of using paintless dent repair in place of traditional repair costs.

If repairs are made by a subcontractor because the "loss" occurs more than 100 miles from your location, the most we will pay is 100% of the customary charges for parts, materials, and labor for that area regardless of the percentage indicated in the Declarations.

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- 4. For those businesses shown in the Declarations as "auto" dealerships or recreational vehicle dealerships, the following provisions also apply.
 - a. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in ITEM SEVEN of the

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GARAGE COVERAGE FORM - CONTINUED

Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in ITEM SEVEN of the Declarations for "loss" in transit.

b. QUARTERLY OR MONTHLY REPORTING PREMIUM BASIS

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the value you actually had on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75% of the Limit of Insurance shown in ITEM SEVEN of the Declarations for the applicable location.

c. NON-REPORTING PREMIUM BASIS

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the limit by the total values you actually had when "loss" occurred.

5. If "Autos" Left With You For Service, Repair, Storage or Safekeeping are indicated in the Declarations as covered "autos" for this coverage section, regardless of the number of "autos" or customers involved, the most we will pay in any one "loss" to "customers' personal property" will be the Customers Personal Property Limit of Insurance shown in ITEM SEVEN of the Declarations.

D. DEDUCTIBLE

1. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations provided that:

a. "AUTO" DEALERS AND RECREATIONAL DEALERS SPECIAL DEDUCTIBLE PROVISIONS

If your business is shown in the Declarations as an "auto" dealership or a recreational vehicle dealership:

- (1) The per "auto" deductible shown in the Declarations will apply to all "loss" caused by those perils indicated in the Declarations. Refer to the Declarations for a description of the applicable deductibles.
- (2) If an aggregate deductible is shown in the Declarations for a covered cause of loss, regardless of the number of covered "autos" damaged or stolen, the aggregate

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GARAGE COVERAGE FORM - CONTINUED

deductible is the maximum deductible applicable for all "loss" in any one event. Refer to the Declarations for a description of the applicable deductibles.

- (3) When paintless dent repair is used, the per "auto" deductible applicable to the "loss" will be reduced by \$250.

b. NON-DEALERS ONLY SPECIAL DEDUCTIBLE PROVISIONS

If your business is shown in the Declarations as something other than an "auto" dealership or a recreational vehicle dealership, the Comprehensive Coverage deductible does not apply to "loss" caused by fire or lightning.

- c. If "Autos" Left With You for Service, Repair, Storage or Safekeeping is indicated in the Declarations as covered "autos" for this coverage section, the following applies:

Sometimes to settle a claim or "suit" we may pay all or part of any deductible or calculated repair percentage amount. If this occurs, you must reimburse us for the amount that we have paid on your behalf.

SECTION V - GARAGE CONDITIONS

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

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

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

- a. In the event of "accident", claim, "suit" or "loss" you must give us or our authorized representative prompt notice of the accident or "loss". Include:

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GARAGE COVERAGE FORM - CONTINUED

- (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "autos" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. LEGAL ACTION AGAINST US

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

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

4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES

At our option we may:

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GARAGE COVERAGE FORM - CONTINUED

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

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

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

B. GENERAL CONDITIONS

1. BANKRUPTCY

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

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

3. LIBERALIZATION

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

4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

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

5. OTHER INSURANCE

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GARAGE COVERAGE FORM - CONTINUED

- (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "autos" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examination under oath at our request and give us a signed statement of your answers.
3. LEGAL ACTION AGAINST US
- No one may bring a legal action against us under this Coverage Form until:
- a. There has been full compliance with all the terms of this Coverage Form; and
 - b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.
4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES
- At our option we may:

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GARAGE COVERAGE FORM - CONTINUED

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

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

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

F. "Customer's auto" means a customer's land motor vehicle, "trailer" or semitrailer. It also includes any "customer's auto" while left with you for service, repair, storage or safekeeping. Customers include your "employees" and members of their households who pay for services performed.

G. "Customers' personal property" means personal property left in a "customer's auto" except:

1. Money which includes:

- a. Currency, coins, and bank notes in current use having face value;
- b. Travelers checks, register checks, and money orders held for sale to the public.

2. Securities, which means any negotiable and non-negotiable instruments or contracts representing either money or other property. Securities also includes evidence of debt issued in connection with credit or charge cards.

3. Jewelry; and

4. Fine art.

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

I. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker" or "contract driver".

J. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these location. "Garage operations" includes the ownership, maintenance, or use of the "autos" indicated in

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GARAGE COVERAGE FORM - CONTINUED

SECTION I of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

- K. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- L. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume that tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 6. An elevator maintenance agreement;
 7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or leased, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

CA 88 00 10 01



GARAGE COVERAGE FORM - CONTINUED

3. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver; or
 4. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless in the business of transporting property by "auto" over a route or territory that person or organization is authorized to serve by public authority.
 5. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.
- M. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- N. "Loss" means direct and accidental loss or damage. "Loss" for a "customer's auto" also includes any resulting loss of use.
- O. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" shall also include any bacteria, fungus, mold, or yeast.
- P. "Products" includes:
1. The goods or products you made or sold in a garage business; and
 2. The providing of or failure to provide warnings or instructions.
- R. "Property Damage" means damage to or loss of use of tangible property.
- S. "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense".
- to which this insurance applies, are claimed.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

CA 88 00 10 01



GARAGE COVERAGE FORM - CONTINUED

- T. "Temporary worker" means a person who is furnished to substitute for a permanent "employee" on lease or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "contract driver".
- U. "Trailer" includes semitrailer.
- V. "Work you performed" includes:
1. Work that someone performed on your behalf; and
 2. The providing of or failure to provide warnings or instructions.

CA 88 00 10 01



EXCLUSION OF AUTOS LOANED TO SCHOOLS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A. SECTION II - LIABILITY COVERAGE is changed by adding the following to B. EXCLUSIONS:

This insurance does not apply to:

Any "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program. However, if liability insurance obtained by the school is not available:

1. This exclusion shall not apply to you; and
2. If required by law, this insurance will provide minimum financial responsibility limits on such "auto" for the school and persons authorized to operate such "auto".

- B. SECTION IV-PHYSICAL DAMAGE COVERAGE is changed by adding the following to B. EXCLUSIONS:

This insurance does not apply to:

Any "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program.

- C. The AUTO MEDICAL PAYMENTS COVERAGE endorsement is changed by adding the following to C. EXCLUSIONS:

This insurance does not apply to:

"Bodily injury" to anyone while occupying or using an "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program. However, this exclusion shall not apply to you.

All other terms and provisions of the policy remain unchanged.

CA 88 03 05 00

COMMERCIAL AUTO

POLICY NUMBER 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

EFFECTIVE DATE
12-31-01

ALL TERRAIN VEHICLES LIMITATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GARAGE COVERAGE FORM

THIS POLICY, INCLUDING ANY MEDICAL PAYMENTS OR REQUIRED NO-FAULT COVERAGES MADE A PART OF IT, EXCLUDES AND DOES NOT APPLY TO:

ANY "LOSS" ARISING OUT OF:

1. THE LEASE OR RENTAL OF ANY "ALL TERRAIN VEHICLE";
2. CUSTOMER DEMONSTRATION OF ANY "ALL TERRAIN VEHICLE" WHICH THE INSURED OWNS AND ALLOWS CUSTOMERS TO OPERATE AWAY FROM AN INSURED LOCATION AS DESCRIBED IN THE DECLARATIONS.

THE FOLLOWING DEFINITION IS ADDED FOR THIS ENDORSEMENT ONLY:

"ALL TERRAIN VEHICLE" MEANS MOTOR VEHICLES DESIGNED PRINCIPALLY FOR RECREATIONAL USE OFF PUBLIC ROADS, WHETHER OR NOT SUBJECT TO MOTOR VEHICLE REGISTRATION INCLUDING, BUT NOT LIMITED TO, SNOWMOBILES AND MINIBIKES.

ACKNOWLEDGEMENT	DATE
INSURANCE REPRESENTATIVE	
INSURED	
TITLE	

ALL OTHER CONDITIONS, TERMS, PROVISIONS, AND DEFINITIONS REMAIN THE SAME AND DO APPLY.

CA 88 07 05 00



DEALERS DRIVEAWAY COLLISION COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

PHYSICAL DAMAGE COVERAGE is changed as follows:

The exclusion relating to collision "loss" to covered "autos" driven or transported more than fifty road miles from point of purchase or distribution to their destination does not apply.

CA 88 08 05 00



AMENDMENT - DEDUCTIBLE FOR COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Under SECTION II - LIABILITY COVERAGE, paragraph D. DEDUCTIBLE is replaced by the following:

We will deduct \$500 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

CA 88 09 05 00



GARAGE CUSTOMERS AMENDATORY ENDORSEMENT

For a covered "auto" garaged or licensed in, or "garage operations" conducted in Iowa, Kentucky, Maine, Ohio, Pennsylvania, or West Virginia, this endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Paragraph C. LIMIT OF INSURANCE of SECTION II - LIABILITY COVERAGE is amended by the addition of the following to subparagraph 3. LIMIT OF INSURANCE - "GARAGE OPERATIONS" - COVERED "AUTOS":

If your business is shown in the Declarations as an "auto" or recreational vehicle dealership, for your customers, the most we will pay for all damages resulting from an "accident" involving a covered "auto" is that portion of the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos" needed to comply with the minimum financial responsibility limits required by the state in which the "accident" took place.

All other terms and provisions of this policy remain unchanged.

CA 88 16 10 01



OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

I. SECTION II - LIABILITY COVERAGE is changed as follows:

- A. Paragraph A. COVERAGE subparagraph 1. "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS" is amended by the addition of the following:

1. We will pay defense costs to your "attorneys" for defending "operations suits" brought against you.
2. We have the right, but not the duty, to investigate and to defend or settle any "operations suit" at our option. If we elect to:
 - a. Settle, we will pay all settlement costs in excess of your deductible.
 - b. Defend you against an "operations suit", settlement will be at your option and except for defense costs subject to this insurance, at your expense.
3. Our payment of the LIMIT OF INSURANCE of this additional insurance ends any obligation we may have to defend you against an "operations suit".
4. Nothing in this policy will serve to impair the client relationship between you and your "attorneys".

- B. For this endorsement only, paragraph A. COVERAGE subparagraph 3. WHO IS AN INSURED is replaced with:

3. WHO IS AN INSURED
Only you are an "insured".

- C. Paragraph B. EXCLUSIONS is amended by the addition of the following:

This additional insurance does not apply to the cost of defending:

1. Any dishonest, fraudulent, intentional, or criminal act or omission committed by you or at your direction;
2. Allegations which claim damages for "bodily injury", "property damage" or "personal and advertising injury"
3. Allegations to enforce a warranty agreement or mechanical break-down agreement provided or sold by you;
4. Allegations of a duty to withdraw, recall, inspect, repair, replace, adjust, remove, or dispose of your "product" or your "work" because of a known or suspected defeat, deficiency, inadequacy, or dangerous condition in the "product" or "work";

CA 88 50 10 01



OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

5. Any "operations suits" brought as a result of your intentional refusal to negotiate a reasonable settlement prior to the "suit";
6. Allegations arising out of your activities as an insurance agent, broker or solicitor;
7. Any violation of an odometer, disclosure of prior damage, truth-in-lending or truth-in-leasing law; or
8. Allegations which are covered by other valid and collectible insurance.

D. Paragraph C. LIMIT OF INSURANCE is amended as follows:

1. The following is added to paragraph 1. AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

The Aggregate Limit of Insurance - "Operations Suits" shown in the Declarations and these rules fix the most we will pay, regardless of the number of:

- a. "Insureds";
- b. Acts or omissions which result in "operations suits";
- c. "Operations suits" brought; or
- d. Persons or organizations bringing "operations suits";

for the defense of all "operations suits" brought within each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance - Operations Suits.

2. The following is added to paragraph 2. EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS":

The Per "Operations suit" Limit of Insurance is the most we will pay, regardless of the number of:

- a. "Insureds";
- b. Acts or omissions which result in the "operations suit"; or
- c. Persons or organizations bringing the "operations suit";

for defense of an "operations suit".

CA 88 50 10 01



OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

3. The following is added for the coverage provided by this endorsement only:
- a. Following the conclusion of an "operations suit", we will pay all covered reasonable and necessary sums due your "attorneys" within 30 days of receiving their itemized bill. However, the covered defense costs:
 - (1) Must be at prevailing rates usual to the locality for the nature of the work; and
 - (2) Must include your "attorney's" daily record of work done and documentation of expenses.
 - b. If an "operations suit" contains allegations not covered by this additional insurance, we will only pay that portion of your "attorney's" bill pertaining to defense of an "operations suit" to which this insurance applies.

E. DEDUCTIBLE

Our obligation to pay defense costs and other expenses to settle an "operations suit" applies only in excess of the Deductible stated in the Declarations.

II. SECTION V - GARAGE CONDITIONS is changed as follows:

- A. For the purposes of this endorsement only, paragraph A. LOSS CONDITIONS subparagraph 2. DUTIES IN THE EVENT OF ACCIDENT CLAIM SUIT OR LOSS is replaced with the following:
2. DUTIES IN THE EVENT OF OPERATIONS SUIT
- a. In the event of "operations suit", you must give us or our authorized representative prompt notice of the "suit". Include:
 - (1) All legal papers and documents pertaining to the "operations suit";
 - (2) How and when the act or omission causing the "operations suit" took place;
 - (3) The names and addresses of persons involved or witnesses.
 - b. You must also cooperate and assist us:
 - (1) In our investigations;
 - (2) If we elect to defend, in the defense; and

CA 88 50 10 01



OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

- (3) If we decide to enforce contribution, subrogation, or indemnification of payments made by us.
- B. For the purpose of this endorsement only, Paragraph B. GENERAL CONDITIONS subparagraph 5. OTHER INSURANCE is replaced by the following:
5. OTHER INSURANCE
- a. This additional insurance is excess over any other valid and collectible and shall not contribute to it.
 - b. If other valid and collectible insurance does not pay your defense costs, we will pay to the extent this additional insurance would apply in the absence of other insurance. However, we will then be entitled to your rights against the other insurance.
- C. For this endorsement only, paragraph B. GENERAL CONDITIONS subparagraph 7. POLICY PERIOD, COVERAGE TERRITORY is replaced with the following:
7. POLICY PERIOD, COVERAGE TERRITORY
- This insurance applies only to "operations suits" filed against you:
- a. In the United States of America, its territories or possessions, Puerto Rico or Canada; and
 - b. While this insurance is in effect

III. ADDITIONAL DEFINITIONS

As used in this endorsement:

- A. "Attorney" means any person licensed to practice law in any jurisdiction of the United States, its possessions or territories, the District of Columbia or Canada.
- B. "Operations suit" means a civil proceeding, arbitration or mediation brought against you by or on behalf of a customer of yours and arising out of your "products" or "work".
- C. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses:
 - 1. False arrest, detention, or imprisonment;
 - 2. Malicious prosecution;
 - 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

CA 88 50 10 01



OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 5. Oral or written publication of material that violates a person's right of privacy.
 6. Use of another's advertising idea in your advertisement;
 7. Infringement of copyright, title or slogan in your advertisement.
 8. Errors in the description of any product, prize or price committed in a joint advertising venture;
 9. Any alleged breach of contract in a joint advertising venture; or
 10. Discrimination, except employment related discrimination.
- D. "Products" means the goods or products, other than real property, that you make, sell, handle, distribute, rent, or lease to others.
- E. "Work" means installation, service, or repair operations performed by you or by someone else at your request.

All other terms and provisions of this policy remain unchanged

CA 88 50 10 01



FALSE PRETENSE COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. The following is added to SECTION I - COVERED AUTOS:

For "loss" caused by "false pretense", a covered "auto" shall include any "auto" you have acquired and, if coverage symbol 30 is indicated for the Physical Damage Coverage, a "customer's auto" in your possession for service or repair.

B. SECTION IV - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The following is added to paragraph A. COVERAGE:

We will pay for "loss" to a covered "auto" caused by "false pretense".

2. Paragraph B. EXCLUSIONS is amended as follows:

a. Exclusion 3. FALSE PRETENSE is replaced with the following:

"Loss" caused by or resulting from someone causing you to voluntarily part with a covered "auto" by any fraudulent scheme, trick or device, except for "loss" caused by "false pretense".

b. The following exclusion is added:

We will not pay for a "false pretense" "loss":

- (1) After the first installment payment has been made;
- (2) Due solely to an insufficient funds check;
- (3) Due solely to an undisclosed lien;
- (4) Due to incorrect information on a credit application or rental or lease agreement other than false or forged name, social security number or signature;
- (5) As the result of your contractual obligation to become liable in the event of default by the purchaser;
- (6) Due to non-payment for any reason, of any credit you extend;
- (7) Due to bankruptcy.

3. Paragraph C. LIMITS OF INSURANCE is amended by the addition of the following:

The most we will pay for "loss" caused by "false pretense" is the FALSE PRETENSE COVERAGE Per Person Limit shown in the Declarations for all "loss" caused by any one person, group of individuals, or organization within the policy period.

CA 88 56 10 01



FALSE PRETENSE COVERAGE - CONTINUED

4. Paragraph D. DEDUCTIBLE is amended by the addition of the following:

Our obligation to pay for repair or to replace a covered "auto" due to a "false pretense" "loss" will be reduced by the deductible for this coverage indicated in the Declarations. We will also deduct the actual value of any property or cash down payment delivered to you in full or partial payment for title to or possession of a covered "auto". This reduction does not apply to a "loss" arising out of receiving an "auto" from a seller who did not have legal title to the "auto".

- C. SECTION V - GARAGE CONDITIONS is amended as follows:

1. The following is added to Loss Condition 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS of paragraph A. LOSS CONDITIONS:

If there is a "loss" to a covered "auto" due to "false pretense" you must notify the police and agree to file a complaint with the proper authorities (empowered to issue warrants) against the person(s) or organization(s) causing the "loss".

2. The following is added to General Condition 5. OTHER INSURANCE of paragraph B. GENERAL CONDITIONS:

The "false pretense" coverage provided by this endorsement does not apply to "autos" owned or acquired by you and insured through a floor plan or finance source. However, "false pretense" coverage does apply to the value of improvements you have made to the covered "auto" (after you acquire it) which increase its value and exceeds the amount due from such other insurance.

- D. For the coverage provided by this endorsement, SECTION VI - DEFINITIONS is amended by the addition of the following:

"False pretense" means "loss" to a covered "auto" resulting from any of the following:

1. Someone causing you to voluntarily part with possession of or evidence of title to a covered "auto" when induced, at the time of sale, by:
 - a. Receipt of a forged or counterfeit instrument in payment;
 - b. Receipt of a check or other instrument written on an account closed before the instrument is presented for payment;
 - c. A false or forged name, social security number or signature on a credit application or if coverage is provided for leased or rented "autos", a rental or lease agreement;
 - d. Any other criminal scheme, criminal trick or criminal device.You must have had legal title to and possession of the covered "auto" prior to the "loss".
2. Having acquired an "auto" from a seller who did not have legal title.

CA 88 56 10 01



FALSE PRETENSE COVERAGE - CONTINUED

3. Confiscation of a covered "auto" you own by a governmental or civil authority, for alleged or actual violations of laws governing the distribution, sale or use of a controlled substance, if the alleged or actual violations were committed by your customer or your "employee" without the knowledge or consent of you, your partners (if you are a partnership), members (if you are a limited liability company), directors or executive officers.
4. If a covered "auto", your voluntarily parting with a "customer's auto" resulting from a fraudulent scheme, trick or device. The "customer's auto" must have been in your possession immediately prior to the "loss".
5. Criminal conversion of a covered "auto" by:
 - a. Any person to whom you furnish a covered "auto" for their regular use; or
 - b. Your customer.

All other terms and provisions of this policy remain unchanged.

CA 88 56 10 01



BROADENED GARAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SECTION I - PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

A. COVERAGE

We will pay all sums the "insured" legally must pay as damages, including punitive damages where insurable by law, because of "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the Coverage Territory and during the Policy Period.

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

1. WHO IS AN INSURED

The following are "insureds":

- a. You and your spouse.
- b. Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses is an "insured" for "personal and advertising injury" resulting from conduct of any other partnership.
- c. Your "employees", executive officers, directors and stockholders but only while acting within the scope of their duties.

2. COVERAGE EXTENSIONS

Supplementary Payments. In addition to the Personal And Advertising Injury Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within the Personal And Advertising Injury Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

CA 88 57 10 01



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

- d. All costs taxed against the "insured" in any "suit" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal And Advertising Injury Limit of Insurance.

B. EXCLUSIONS

1. This Insurance does not apply to:

a. "personal and advertising injury":

- (1) For which the "insured" has assumed liability under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
- (2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- (3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
- (4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
- (5) Arising out of any discrimination that includes an act that took place before the effective date of this insurance.
- (6) Arising out of any dishonest, malicious, fraudulent, criminal or intentional act, however, this exclusion does not apply to you if such act was committed by your "employee" (other than a partner, member, director, or executive officer) without your direction or your knowledge.
- (7) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- (8) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- (9) Arising out of the wrong description of the price of goods products or services stated in your "advertisement".
- (10) Committed by an "insured" whose business is advertising, broadcasting, publishing or telecasting.

CA 88 57 10 01



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

(11) To:

(a) A person arising out of any:

- (i) Refusal to employ that person;
- (ii) Termination of that persons employment; or
- (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (i), (ii) or (iii) above are directed.

This exclusion applies:

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

b. Any loss, cost or expense arising out of any:

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

2. The following is added to Paragraph B. EXCLUSIONS of SECTION II - LIABILITY COVERAGE:

PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

C. PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE

Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" (if applicable) and regardless of the number of "insureds", claims made, or "suits" brought or persons or organizations making claim or bringing "suits", the most we will pay for the sum of all damages because of all "personal and advertising

CA 88 57 10 01



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

injury" sustained by any one person or organization is the Personal And Advertising Injury Limit of Insurance shown in the Declarations.

The Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal and advertising injury".

D. ADDITIONAL DEFINITIONS

As used in this coverage:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

"Mental injury" means humiliation, shock, fright, hurt, or damage as it related to an individual's emotional and intellectual well-being.

"Personal and advertising injury" means "mental anguish" or "mental injury", including consequential "bodily injury" arising out of one or more of the following offenses:

1. False arrest, detention, or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
5. Oral or written publications of material that violates a person's right of privacy;
6. Use of another's advertising idea in your "advertisement";
7. Infringement of copyright, title or slogan in your "advertisement".
8. Errors in the description of any product, prize or price committed in a joint advertising venture;
9. Any alleged breach of contract in a joint advertising venture; or
10. Discrimination, except employment related discrimination.

CA 88 57 10 01



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION II - HOST LIQUOR LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following:

We will also pay all sums the "insured" legally must pay as damages because of "bodily injury" or "property damage" arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

SECTION III - FIRE LEGAL LIABILITY COVERAGE

LIABILITY COVERAGE for "garage operations" is changed as follows:

- A. The insurance applies to "property damage" caused by fire to premises while rented to you or temporarily occupied by you with the permission of the owner.
- B. Exclusions 3 through 17 do not apply to the insurance provided by SECTION III of this endorsement.
- C. Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than "Autos" (if applicable), the most we will pay for all "property damage" resulting from any one fire is \$50,000 unless another limit is shown in the Schedule for this endorsement.
- D. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

SECTION IV - INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to any "insured" in the business or occupation of providing any of the services listed under the following definition:

As used in this coverage:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

"Bodily injury" also includes injury resulting from:

1. Providing or failing to provide any medical or related professional services;
2. Furnishing food or drink connected with any medical or other professional services; or
3. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

CA 88 57 10 01



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION V - NON-OWNED WATERCRAFT COVERAGE

LIABILITY COVERAGE is changed as follows:

- A. Exclusion 11., WATERCRAFT OR AIRCRAFT is replaced by the following:

This insurance does not apply to:

- a. Any aircraft; or
- b. Any watercraft except a watercraft under 50 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations".

- B. If there is other applicable insurance covering damages payable under NON-OWNED WATERCRAFT COVERAGE, we will not make any payments under this coverage.

SECTION VI - ADDITIONAL PERSONS INSURED

LIABILITY COVERAGE is changed by adding the following to the WHO IS AN INSURED:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

SECTION VII - AUTOMATIC LIABILITY COVERAGE - NEWLY ACQUIRED GARAGE BUSINESS (90 days)

As used in this coverage:

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

"Insured" also includes as named "insured" any garage business that is acquired or formed by you or over which you maintain ownership or majority interest. However, "insured" does not include any garage business:

1. That is a joint venture;
2. That is an "insured" under any other similar liability or indemnity policy;
3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
4. 90 days or more after its acquisition or formation by you.

CA 88 57 10 01



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION VIII - LIMITED WORLDWIDE LIABILITY COVERAGE

- A. The POLICY PERIOD, COVERAGE TERRITORY Garage Condition is changed by adding the following:

We also cover "bodily injury", "property damage" or "personal and advertising injury" that:

1. Occurs during the policy period shown in the Declarations; and
2. Is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside one of those places.

The original "suit" for damages resulting from such "bodily injury", "property damage" or "personal and advertising injury" must be brought within the coverage territory.

- B. We will not provide LIMITED WORLDWIDE LIABILITY COVERAGE for any "work you performed".

All other terms and provisions of this policy remain unchanged.

CA 88 57 10 01



LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

- D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

CA 99 44 12 93

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COMMERCIAL AUTO

POLICY NUMBER 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

EFFECTIVE DATE
12-31-01

EMPLOYMENT PRACTICES ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GARAGE COVERAGE FORM

SCHEDULE

LIMITS OF LIABILITY \$ /EACH ACT; \$ /ANNUAL AGGREGATE
DEDUCTIBLE %

(IF NO ENTRY APPEARS ABOVE, INFORMATION REQUIRED TO COMPLETE THIS
ENDORSEMENT WILL BE SHOWN IN THE DECLARATIONS AS APPLICABLE TO
THIS ENDORSEMENT.)

THE POLICY IS AMENDED BY THE ADDITION OF THE FOLLOWING:

A. COVERAGE

1. WE WILL PAY ALL SUMS AN "INSURED" LEGALLY MUST PAY AS DAMAGES, INCLUDING PUNITIVE DAMAGES WHERE INSURABLE BY LAW, BECAUSE OF "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY" TO WHICH THIS INSURANCE APPLIES. THIS INSURANCE APPLIES TO "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY" ONLY IF IT IS CAUSED BY AN "ACT" OF "DISCRIMINATION", "WRONGFUL TERMINATION", OR "HARASSMENT" THAT RESULTS FROM YOUR EMPLOYMENT PRACTICES.
2. WE HAVE THE RIGHT AND DUTY TO DEFEND ANY "INSURED" AGAINST ANY "SUIT" ASKING FOR THESE DAMAGES. HOWEVER, WE HAVE NO DUTY TO DEFEND ANY "INSURED" AGAINST A "SUIT" SEEKING DAMAGES FOR AN "ACT" TO WHICH THIS ADDITIONAL INSURANCE DOES NOT APPLY. WE MAY INVESTIGATE AND SETTLE ANY CLAIM OR "SUIT" AS WE CONSIDER APPROPRIATE. OUR DUTY TO DEFEND OR SETTLE ENDS WHEN THE APPLICABLE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY THE PAYMENT OF JUDGMENTS OR SETTLEMENTS.
3. WHO IS AN INSURED
FOR THE PURPOSES OF THIS ENDORSEMENT ONLY, THE FOLLOWING ARE INSUREDS;
 - A. YOU, THE NAMED INSURED;
 - B. IF YOU ARE AN INDIVIDUAL, YOUR SPOUSE IS ALSO AN "INSURED";
 - C. IF YOU ARE A PARTNERSHIP, YOUR PARTNERS AND THEIR SPOUSES ARE "INSUREDS", BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS;

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COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

- D. IF YOU ARE A LIMITED LIABILITY COMPANY, YOUR MEMBERS ARE "INSURED" BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS;
- E. YOUR DIRECTORS AND STOCKHOLDERS, BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS; AND
- F. YOUR EXECUTIVE OFFICERS AND OTHER "EMPLOYEES" BUT ONLY WHILE ACTING WITHIN THE COURSE AND SCOPE OF THEIR EMPLOYMENT.

EXCEPT WITH RESPECT TO THE LIMITS OF LIABILITY, THE ADDITIONAL INSURANCE PROVIDED BY THIS ENDORSEMENT APPLIES SEPARATELY TO EACH "INSURED".

B. EXCLUSIONS

THE ADDITIONAL INSURANCE PROVIDED BY THIS ENDORSEMENT DOES NOT APPLY TO:

- 1. ANY DISHONEST, MALICIOUS, FRAUDULENT, CRIMINAL OR INTENTIONAL "ACT"; HOWEVER, THIS EXCLUSION DOES NOT APPLY TO YOU IF SUCH "ACT" WAS COMMITTED BY YOUR "EMPLOYEE" (OTHER THAN A PARTNER, DIRECTOR, OR EXECUTIVE OFFICER) WITHOUT YOUR DIRECTION OR YOUR KNOWLEDGE;
- 2. ANY LIABILITY OF OTHERS ASSUMED BY ANY "INSURED" UNDER A CONTRACT OR FORMAL AGREEMENT.
- 3. ANY "ACT", THAT INCLUDES AN "ACT" WHICH TOOK PLACE BEFORE THE EFFECTIVE DATE OF THIS INSURANCE.
- 4. "DISCRIMINATION" OR "HARASSMENT" AGAINST ANY PERSON IN CONNECTION WITH THE ADMINISTRATION OF YOUR EMPLOYEE BENEFITS PROGRAM.
- 5. EXPENDITURES TO MODIFY, REPAIR OR REPLACE ANY WORKPLACE OR FACILITIES TO ACCOMMODATE THE PHYSICAL OR EMOTIONAL DISABILITIES OF ANY "EMPLOYEE" OR PROSPECTIVE "EMPLOYEE".
- 6. LIABILITY ARISING OUT OF ANY STRIKES, LOCKOUTS, DOWNSIZING ACTIONS OR FACILITY CLOSINGS.
- 7. FINES, PENALTIES, ASSESSMENTS OR DUTIES IMPOSED BY, STATE OR FEDERAL LAWS INCLUDING, BUT NOT LIMITED TO, THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974, THE FAIR LABOR STANDARDS ACT, THE NATIONAL LABOR RELATIONS ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE AMERICANS WITH DISABILITIES ACT, COBRA, ERISA, WORKERS' COMPENSATION ACT, OR ANY SIMILAR LAWS.

C. LIMITS OF LIABILITY

THE MOST WE WILL PAY UNDER THIS ADDITIONAL INSURANCE FOR ALL DAMAGES RESULTING FROM:

- 1. ANY ONE "ACT" IS THE EACH ACT LIMIT OF LIABILITY SHOWN IN THE SCHEDULE; AND
- 2. ALL "ACTS" COMMITTED DURING THE POLICY PERIOD IS THE ANNUAL AGGREGATE LIMIT OF LIABILITY SHOWN IN THE SCHEDULE.

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COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

D. CLAIM DEDUCTIBLE

1. OUR OBLIGATION TO PAY DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS WILL BE REDUCED BY A DEDUCTIBLE EQUAL TO THE DEDUCTIBLE PERCENTAGE SHOWN IN THE SCHEDULE, FOR EACH "SUIT" OR CLAIM FILED AGAINST YOU, MULTIPLIED BY THE TOTAL OF ALL DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS.
2. THE MOST WE WILL DEDUCT FOR ALL DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS FOR EACH CLAIM OR "SUIT" IS THE DEDUCTIBLE PERCENTAGE MULTIPLIED BY THE EACH ACT LIMIT OF LIABILITY SHOWN IN THE SCHEDULE.
3. THE TERMS OF THIS INSURANCE, INCLUDING THOSE WITH RESPECT TO:
 - A. OUR RIGHT AND DUTY TO DEFEND THE INSURED AGAINST ANY "SUIT" SEEKING THOSE DAMAGES; AND
 - B. YOUR DUTIES IN THE EVENT OF A CLAIM OR "SUIT"APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE.
4. WE MAY PAY ANY PART OR ALL OF THE DEDUCTIBLE AMOUNT TO EFFECT SETTLEMENT OF ANY CLAIM OR "SUIT" AND, UPON NOTIFICATION OF THE ACTION TAKEN, YOU SHALL PROMPTLY REIMBURSE US FOR THE PART OF THE DEDUCTIBLE AMOUNT THAT HAS BEEN PAID BY US.

E. POLICY PERIOD, COVERAGE TERRITORY

THIS ENDORSEMENT APPLIES TO "ACTS" OCCURRING WHILE THIS ADDITIONAL INSURANCE IS IN EFFECT AND ONLY IN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, PUERTO RICO OR CANADA.

F. DEFINITIONS

1. THE FOLLOWING DEFINITION REPLACES THE DEFINITION IN THE GARAGE COVERAGE FORM AND APPLIES ONLY TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT.

"SUIT" MEANS A CIVIL PROCEEDING IN WHICH DAMAGES BECAUSE OF "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY", TO WHICH THIS INSURANCE APPLIES, ARE ALLEGED. A "SUIT" WILL INCLUDE AN ARBITRATION PROCEEDING, AN ADMINISTRATIVE PROCEEDING BY A FEDERAL, STATE, OR LOCAL GOVERNMENTAL ENTITY, OR OTHER ALTERNATIVE DISPUTE RESOLUTION PROCEEDING IN WHICH COVERED DAMAGES ARE CLAIMED AND TO WHICH THE "INSURED" MUST SUBMIT OR DOES SUBMIT WITH OUR CONSENT.
2. THE FOLLOWING DEFINITIONS APPLY IN ADDITION TO THE DEFINITIONS INCLUDED IN THE GARAGE COVERAGE FORM AND APPLY TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT ONLY.

"ACT" MEANS ALL CONDUCT, INCLUDING CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL HARMFUL CONDUCT, BY AN INDIVIDUAL OR GROUP OF INDIVIDUALS, WHETHER DIRECTED AT AN INDIVIDUAL OR GROUP OF INDIVIDUALS.

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COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

"DISCRIMINATION" IS TO DISTINGUISH BY DISCERNING OR EXPOSING DIFFERENCES BASED ON SEX, AGE, RACE, RELIGION, NATIONAL ORIGIN, OR PHYSICAL CAPABILITIES.

"HARASSMENT" IS UNWELCOME ADVANCES, WHETHER VERBAL OR PHYSICAL, REQUESTS FOR SEXUAL FAVORS, AND OTHER VERBAL OR PHYSICAL CONDUCT WHEN:

- A. SUBMISSION TO SUCH CONDUCT BY AN INDIVIDUAL IS MADE EXPLICITLY OR IMPLICITLY A TERM OR CONDITION OF EMPLOYMENT.
- B. SUBMISSION TO, OR REJECTION OF SUCH CONDUCT BY AN "EMPLOYEE" IS USED AS THE BASIS FOR AN EMPLOYMENT DECISION.
- C. AND SUCH CONDUCT HAS THE PURPOSE OR AFFECT TO INTERFERE WITH AN "EMPLOYEES" WORK PERFORMANCE, OR CREATES A HOSTILE OR INTIMIDATING ENVIRONMENT.

"MENTAL ANGUISH" IS EXTREME PAIN OR DISTRESS INFLICTED UPON AN "EMPLOYEE'S" EMOTIONAL AND INTELLECTUAL CONDITION WITH REGARDS TO THE "EMPLOYEE'S" RESPONSE TO THE ENVIRONMENT.

"MENTAL INJURY" IS HUMILIATION, SHOCK, FRIGHT, HURT, OR DAMAGE, AS IT RELATES TO AN "EMPLOYEE'S" EMOTIONAL AND INTELLECTUAL WELL-BEING.

"WRONGFUL TERMINATION" IS TERMINATION OF AN EMPLOYMENT RELATIONSHIP IN A MANNER WHICH IS AGAINST THE LAW, OR IN BREACH OF AN IMPLIED AGREEMENT TO CONTINUE EMPLOYMENT. WRONGFUL TERMINATION DOES NOT INCLUDE DAMAGES LEGALLY OWED UNDER AN EXPRESS CONTRACT OF EMPLOYMENT OR AN EXPRESS OBLIGATION TO MAKE PAYMENTS IN THE EVENT OF THE TERMINATION OF EMPLOYMENT.

ALL OTHER TERMS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

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AUTOMOBILE DEALERS ECONOMIC LOSS COVERAGE - NEW VEHICLES

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The policy is amended by the addition of the following:
SECTION IV - PHYSICAL DAMAGE COVERAGE

A. COVERAGE, is modified to include the following:

ECONOMIC LOSS.

We will pay for "economic loss" caused by collision or overturn including collision or overturn as a result of theft, provided the cost to repair the "auto" exceeds 10% of the "actual dealer cost".

We will only pay for "economic loss" under this endorsement if the "auto":

1. Is a private passenger vehicle or truck type of 10,000 GVW or less;
2. Has not been previously titled and registered;
3. Has an odometer reading of less than 6,000 miles; and
4. Has been repaired for the collision damage which resulted in "economic loss".

B. LIMITS OF INSURANCE

The most we will pay for "economic loss" to a covered "auto" is 10% of the "actual dealer cost" or the limit listed in the Declarations, whichever is less.

C. ADDITIONAL DEFINITIONS

SECTION VI - DEFINITIONS is modified, for this endorsement only, by the addition of the following:

"Actual Dealer Cost" is the amount of the dealer invoice plus any dealer installed (including subcontractor installed) accessories and enhancements, exclusive of profit, factory holdback, advertising and overhead expense.

"Actual Retail Price" is the final retail price of the vehicle excluding taxes, title, registration, and tags.

"Economic Loss" means the difference between the "actual dealer cost" and the "actual retail price" of a repaired "auto" when the "actual retail price" is less than the "actual dealer cost".

All other terms and provisions of the policy remain unchanged.

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A. LEASING CONCERNS CONTINGENT LIABILITY COVERAGE - If coverage is indicated in the Declarations, the following modifications apply:
1. SECTION II - LIABILITY COVERAGE and any required No-fault and Uninsured Motorist Insurance is amended, for this endorsement only, by the addition of the following:
 - a. Coverage is provided by this endorsement on a contingent basis, for a covered "auto" which is a "leased auto" subject to the following conditions:
 - (1) The "lessee" has furnished you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured on the "lessee's" policy as required by the "leasing agreement";
 - (2) At the time of an "accident" the insurance required by the "leasing agreement" is not collectible; and
 - (3) You have met all of the Loss Conditions in the "lessee's" insurance policy and have made an attempt to recover damages for "loss" from the "lessee's" coverage. A letter declining coverage under the "lessee's" policy will validate your efforts.
 - b. If you have been notified of the "lessee's" policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:
 - (1) The date you regain custody of the "leased auto", or
 - (2) 30 days after the effective date of cancellation of the "lessee's" policy.
 - c. For you, your "employees", or agents, the limit of our liability, for the insurance provided by this endorsement, is the limit of liability shown in the Declarations as applicable to this coverage.
 - d. For the "lessee", any "employee" or agent of the "lessee" or any person, except you or your "employees" or agents, operating the "leased auto" with the permission of any of these, limit of our liability for the insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law in the state where the accident occurs.
 2. SECTION II - LIABILITY COVERAGE, Paragraph B. EXCLUSION 7. does not apply to a "leased auto" to which this endorsement applies.

GA 000800 05 00

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE - CONTINUED

B. LEASING CONCERNS CONTINGENT PHYSICAL DAMAGE - If coverage is indicated in the Declarations, the following modifications apply:

1. SECTION IV - PHYSICAL DAMAGE COVERAGE, Paragraph A. COVERAGE, is amended, for this endorsement only, by the addition of the following:
 - a. Coverage is provided by this endorsement on a contingent basis, for a covered "auto" which is a "leased auto" subject to the following conditions:
 - (1) The "lessee" furnishes you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured or loss Payee on the "lessee's" policy as required by the "leasing agreement";
 - (2) At the time of an "accident" the insurance required by the "leasing agreement" is not collectible; and
 - (3) You have met all of the Loss Conditions in the "lessee's" insurance policy and have made an attempt to recover damages for "loss" from the "lessee's" coverage. A letter declining coverage under the "lessee's" policy will validate your efforts.
 - b. If you have been notified of the "lessee's" policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:
 - (1) The date you regain custody of the "leased auto", or
 - (2) 30 days after the effective date of cancellation of the "lessee's" policy.
2. SECTION IV - PHYSICAL DAMAGE COVERAGE, Paragraph B. EXCLUSION, Subparagraph 2.a. does not apply to a "leased auto" to which this endorsement applies.

C. GARAGE CONDITIONS AND DEFINITIONS MODIFIED BY THIS ENDORSEMENT

1. SECTION V - GARAGE CONDITIONS is modified, for this entire endorsement, by the addition of the following:
 - a. Paragraph B., GENERAL CONDITIONS, is modified by the addition of the following:
 - (1) 5. OTHER INSURANCE is replaced with the following, for this endorsement only: The insurance provided by this endorsement is excess over any other collectible insurance whether primary, excess, or contingent, unless such insurance is specifically written to apply in excess of this policy.

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE - CONTINUED

(2) 6. PREMIUM AUDIT is amended by the addition of the following:

- c. We may examine and audit your records during the policy period and within one year after the termination of this insurance to the extent that they relate to the premium basis for this coverage.

2. SECTION VI - DEFINITIONS is modified, for this entire endorsement only, by the addition of the following:

- a. "Leased auto" means an "auto" you lease to a "lessee" under a "lease agreement".
- b. "Lessee" means a person or organization who leases an "auto" from you under a "lease agreement".
- c. "Lease agreement" means a written agreement between you and a "lessee" which:
 - (1) Provides for the exclusive use of a "leased auto" by the "lessee" for a period of not less than six consecutive months; and
 - (2) Requires the "lessee" to provide:
 - (a) Physical damage insurance on the "leased auto" if we are providing Contingent Physical Damage Coverage.
 - (b) Liability insurance on the "leased auto" if we are providing Contingent Liability Coverage.

All other terms and provisions of the policy remain unchanged.

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BROAD FORM COMPLETED OPERATIONS

This endorsement modifies insurance provided under the:
GARAGE COVERAGE FORM

I. SECTION II - LIABILITY COVERAGE is amended as follows:

- B. EXCLUSIONS is amended by replacing the subparagraph titled WORK YOU PERFORMED with the following:

This insurance does not apply to any of the following:

WORK YOU PERFORMED

"Property damage" to "work you performed", but solely as respects "property damage" to:

- a. the faulty work out of which the "loss" arises; or
- b. the defective parts, material, or equipment used in connection with the work and out of which the "loss" arises.

All other terms and provisions of the policy remain unchanged.

GA 000900 (0493)



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK
DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY
UMBRELLA LIABILITY COVERAGE PART

1. The insurance does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage":
- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form - CONTINUED

- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property threat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material" "Special nuclear material" or "by-product material;"

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

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

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

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if any any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

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

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form - CONTINUED

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

"Property damage" includes all forms of radioactive contamination of property.

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PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS

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

3. CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

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

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to

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PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL - CONTINUED

insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

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

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
 - 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
 - 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B. The following are added and supersede any provisions to the contrary:
- 1. NONRENEWAL
- If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

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PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL - CONTINUED

2. INCREASE OF PREMIUM

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

IL 02 46 09 00

Copyright, Insurance Services Office, Inc., 2000

EAZ 49-71684-12 50 011
03-01-05
PAGE 003 of 003



PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

IL 09 10 (Ed. 01 81)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

LYNN A. SHARP,

Plaintiff

vs.

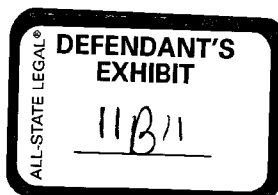
No.

CANDACE A. EAZOR, Administrator
of the Estate of Richard A. Eazor,
Defendant

COMPLAINT

AND NOW, comes Plaintiff, Lynn A. Sharp, by and through her attorneys, The Hopkins Law Firm, and files the within Complaint against Candace A. Eazor, Administrator of the Estate of Richard A. Eazor and in support thereof says as follows:

1. Lynn A. Sharp is an adult individual maintaining a principal residence at 416 Maple Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, Candace A. Eazor, is an adult individual who resides at 508 North Court, DuBois, Pennsylvania 15801. Candace A. Eazor was appointed as Administrator of the Estate of Richard A. Eazor by the Register of Wills of Jefferson County, Pennsylvania by document dated October 17, 2002.
3. On October 6, 2002, Richard A. Eazor was driving an automobile owned by Plaintiff in or about the Siegel area.
4. Plaintiff was a passenger sitting in the front passenger seat on the right hand side of the motor vehicle operated by Richard A. Eazor.



5. Without cause nor reason from the Plaintiff, Richard A. Eazor drove the motor vehicle in a negligent, careless and reckless manner so as to cause same to leave the roadway striking a tree.

6. The negligence, carelessness and recklessness of Richard A. Eazor, consisted of one or more of the following acts:

- a. Operating the motor vehicle while intoxicated;
- b. Operating the motor vehicle at a rate of speed far in excess of the posted speed limit and in excess of the fair, safe and reasonable speed for the roadway where the collision occurred;
- c. Failing to operate the motor vehicle on the right side of the roadway;
- d. Operating the motor vehicle without due regard to the rights, safety and well being and position of Plaintiff under the circumstances;
- e. Operating the motor vehicle without regard to the current weather and road conditions;
- f. Operating the motor vehicle at such a speed so as to not be able to stop within his assured cleared distance;
- g. Failing to maintain the motor vehicle on the roadway;
- h. Operating motor vehicle without a valid drivers license;
- i. Such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery.

7. As a direct, proximate, natural, foreseeable and probable consequence of Richard A. Eazor's negligence, carelessness and reckless conduct, Plaintiff suffered

severe personal injuries, including, but not limited to, head injuries, collapsed lung, bleeding spleen, right leg injuries and left foot injuries.

8. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered, and will suffer in the future, great pain, agony and inconvenience.

9. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff may lose wages in the future and will suffer a reduction in her earning power.

10. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has incurred, and will in the future incur, expenses for medical treatment and physical therapy in an amount not yet ascertained.

11. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered loss in the quality of her life.

12. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered serious injuries within the meaning of Commonwealth of Pennsylvania statutes.

13. Defendant is liable for Plaintiff's injuries described herein, inasmuch as Plaintiff's injuries are the direct, proximate, natural, foreseeable and probable consequences of Richard Eazor's negligence, carelessness and reckless conduct.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages in an amount exceeding \$20,000.00, costs of suit, interest and such further relief as the Court may deem just and equitable.

COUNT II

14. Plaintiff repeats all of the allegations set forth in Count I as if set forth at length herein.

15. The actions of Richard A. Eazor, operating a motor vehicle while intoxicated with a blood alcohol content in excess of the legal limit as defined by the statutes of the Commonwealth of Pennsylvania and at a time Defendant was prohibited from consuming any alcohol under the terms of probation as a result of Richard A. Eazor having been convicted of driving under the influence of alcohol.

16. The actions of Richard A. Eazor constitutes deliberate intentional or grossly negligent act and as a result thereof, Plaintiff has suffered damages as set forth in Count I.

WHEREFORE, Plaintiff demands judgment against Defendant, Candace A. Eazor, Administrator of the Estate of Richard A. Eazor, for the following:

- a. Compensatory damages in excess of \$20,000.00;
- b. Punitive damages;
- c. Cost of suit;
- d. Such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by twelve jurors on all issues presented herein.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

FILED

JAN 22 2003

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Plaintiff

NO. 48 2003-CD

TONYAS. J. JONES
PRO. & CLERK

vs.

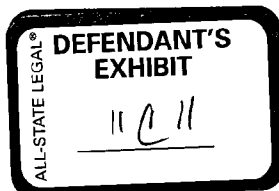
LYNN A. SHARP,
Defendant

COMPLAINT

AND NOW, comes CANDACE A. EAZOR, Administratrix of the Estate of her brother, RICHARD A. EAZOR, by and through her Attorneys, FERRARO & YOUNG, and files the within Complaint against LYNN A. SHARP and sets forth the following concise facts:

1. CANDACE A. EAZOR is an adult individual who resides at 508 North Court, DuBois, PA (15801), and has been duly appointed as the Administratrix of the Estate of her brother, RICHARD A. EAZOR, by the Register of Wills of Jefferson County, PA, on October 17, 2002.
2. LYNN A. SHARP is an adult individual whose current address is 416 Maple Avenue, DuBois, Clearfield County, PA (15801).
3. At all times material to the within Complaint, the said RICHARD A. EAZOR and LYNN A. SHARP were living together at the residence of RICHARD A. EAZOR at Game School Road, RR #1, Polk Township, Jefferson County, PA
4. At all times material hereto, the Defendant, LYNN A. SHARP, had declared her residence as being that of RICHARD A. EAZOR in Polk Township, Jefferson County, Pennsylvania, and had enrolled her daughter, Renee, in the Brockway Area School District, and declared that address as her residence.

A TRUE COPY of the within
Testimony



COUNT I – WRONGFUL DEATH/SURVIVAL ACTION

5. Paragraphs 1 through 4 above are hereby incorporated in this Count by reference thereto.

6. On or about October 6, 2002, **LYNN A. SHARP** was driving her automobile in or about the Sigel area in Jefferson County, PA.

7. The said **RICHARD A. EAZOR** was a passenger sitting in the front passenger seat on the right hand side of the motor vehicle which was being operated by **LYNN A. SHARP** at all times material hereto

8. Without cause or reason from the Plaintiff, the said Defendant, **LYNN A. SHARP**, drove the motor vehicle in a negligent, careless and reckless manner so as to cause the same to leave the highway and strike a tree.

9. The negligence, carelessness and recklessness of **LYNN A. SHARP** consisted of one or more of the following acts:

- (a) Operating the motor vehicle while intoxicated;
- (b) Operating the motor vehicle at a rate of speed far in excess of the posted speed limit and in excess of the fair, safe and reasonable speed for the roadway where the collision occurred;
- (c) Failing to operate the motor vehicle on the right side of the roadway;
- (d) Operating the motor vehicle without due regard to the rights, safety and well-being and position of Plaintiff under the circumstances;
- (e) Operating the motor vehicle without regard to the current weather and road conditions;
- (f) Operating the motor vehicle at such a speed so as to not be able to stop within her assured cleared distance;
- (g) Failing to maintain the motor vehicle on the roadway; and
- (h) Such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery.

10. As a direct, proximate, natural, foreseeable and probable consequence of **LYNN A. SHARP**'s negligence, carelessness and reckless conduct, the said **RICHARD A. EAZOR** suffered severe and fatal personal injuries, resulting in his death prior to arriving

at the DuBois Regional Medical Center, which included blunt force to the head, blunt force to the face, fracture or dislocation of the face, blunt force to the chest, fracture or dislocation of the chest and soft, closed wound to the chest, all of which resulted in cardiac arrest, which is the direct and proximate result of the injuries sustained and the negligence of the Defendant.

11. As the direct and proximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR suffered great pain, agony and inconvenience from the time of the collision until his death, a short time later in Jefferson County, PA.

12. As a direct and approximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR has lost wages in the future and terminated any earning power.

13. As a direct and proximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR suffered the loss of his life.

14. Defendant, LYNN A. SHARP, is liable for the wrongful death and survival action for the loss of his life, said action by his family, heirs and his Estate, whose injuries, losses and death are the direct, proximate, natural, foreseeable and probable consequences of LYNN A. SHARP's negligence, carelessness and reckless conduct.

WHEREFORE, CANDACE A. EAZOR, Administratrix for the Estate of RICHARD A. EAZOR respectfully demands judgment against the Defendant for compensatory damages in an amount exceeding \$20,000.00, costs of suit, interest and such further relief as the Court may deem just and equitable.

COUNT II - GROSS NEGLIGENCE

15. Paragraph 1 through 14 above are hereby incorporated in this Count by reference thereto. — — — — —

16. The actions of LYNN A. SHARP, IN operating a motor vehicle while under the influence of blood alcohol content in excess of the legal limit as defined by the statutes of the Commonwealth of Pennsylvania, and at a time when Defendant was driving under the influence of alcohol constitutes gross negligence.

17. The actions of LYNN A. SHARP constitute deliberate, intentional or grossly negligent acts and as a result thereof, RICHARD A. EAZOR suffered the loss of his life as set forth in Count I.

WHEREFORE, Plaintiff demands judgment against the Defendant, LYNN A. SHARP, for the following:

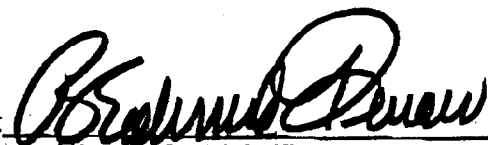
- (a) Compensatory damages in excess of \$20,000.00;
- (b) Punitive damages;
- (c) Costs of suit;
- (d) Such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all the issues presented herein.

Respectfully submitted,

BY:


Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

LYNN A. SHARP,

Plaintiff

vs.

No. 02-1890-C.D.

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Defendant

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY PENNSYLVANIA
(CIVIL DIVISION)

FILED

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Plaintiff

NOV 19 2004

vs.

No. 48 C.D. 2003 TONYA S. GEIST
PRO. & CLERK OF COURTS

LYNN A. SHARP,

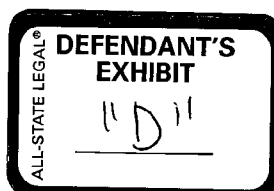
Defendant

CONSENT ORDER

AND NOW, this 26th day of May, 2004, upon consent of the parties, it is
hereby ORDERED and ADJUDGED as follows:

1. The Petition to Coordinate Actions Pursuant to Pa.R.C.P. §213.1 filed by
Lynn A. Sharp is hereby granted;
2. Court of Common Pleas of Clearfield County case of Lynn A. Sharp vs.
Candace A. Eazor, Administratrix of the Estate of Richard A. Eazor filed to Docket No.
2002-1890 C.D. and Court of Common Pleas of Jefferson County case of Candace A.
Eazor, Administratrix of the Estate of Richard A. Eazor vs. Lynn A. Sharp filed to

ENTERED



Docket No. 48-C.D. 2003 shall be coordinated in the Court of Common Pleas of Clearfield County;

3. All discovery and pre-trial matters in the coordinated cases shall be filed in Clearfield County using the caption of this Order;

4. The trial of the coordinated cases shall be heard in Clearfield County; and

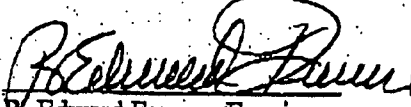
5. All proceedings in the Court of Common Pleas of Jefferson County shall be stayed.

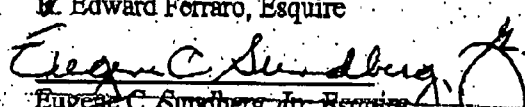
BY THE COURT,

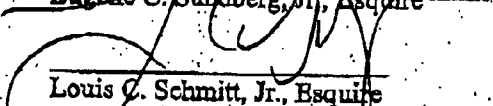
/s/ Paul E. Cherry

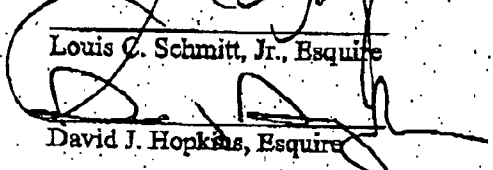
JUDGE

I hereby consent to the form and entry of the within Order.


B. Edward Ferraro, Esquire


Eugene C. Sundberg, Jr., Esquire


Louis C. Schmitt, Jr., Esquire


David J. Hopkins, Esquire

WILLIAM WEILER, JR., ESQUIRE

20399 ROUTE 19 NORTH, SUITE 205
CRANBERRY TOWNSHIP, PA 16066
724/776-3795 FAX: 724/742-9066
e-mail: *wwweilerlaw@zoominternet.net*

December 3, 2004

VIA FAX AND U. S. MAIL: 888/533-7827

Sentry Insurance
Customer Service Department
1800 North Point Drive
Stevens Point, WI 54481

RE: Dick Eazor Chevrolet-Pontiac
Policy No. 49-71684-14

Dear Sirs:

I represent Dick Eazor Chevrolet-Pontiac and the Estate of Richard Eazor. Richard Eazor died in an automobile accident, which occurred on October 6, 2002. He was a passenger in a 1989 Chevrolet Corsica owned by the driver, Lynn A. Sharp, which struck a tree at approximately 4:00 a.m. on that date. The vehicle was not owned by Dick Eazor Chevrolet-Pontiac or Richard Eazor in any manner. Ms. Sharp's automobile policy had a \$15,000.00/\$30,000.00 limitation for first party benefits.

We are hereby making a claim for underinsured motorist coverage under the provisions of the above-referenced policy. I will forward you a complete demand letter, which includes our expert medical report, and our expert economic loss report, a copy of the driver/owner's declarations page, and all other supporting documents, in the near future.

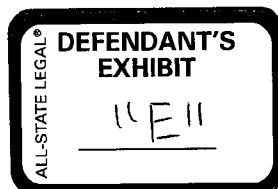
I am also writing to request that you forward to me a copy of the loss run for each applicable policy period arising during the period of January 1, 2000 through December 1, 2004. Please forward the loss runs to my attention at your earliest convenience.

Thank you for your time and consideration in this matter. If you have any questions or comments, please do not hesitate to call.

Sincerely,

William Weiler, Jr.
William Weiler, Jr., Esquire

WW/llr



WILLIAM WEILER, JR., ESQUIRE

20399 ROUTE 19 NORTH, SUITE 205
CRANBERRY TOWNSHIP, PA 16066
724/776-3795 FAX: 724/742-9066
e-mail: wweilerlaw@zoominternet.net

December 10, 2004

Sentry Insurance
Customer Service Department
1800 North Point Drive
Stevens Point, WI 54481

DEC 13 2004

RE: Estate of Richard Eazor, Jr., Candace Eazor, Executrix, and Dick Eazor
Chevrolet-Pontiac
Policy No. 49-71684-14

Dear Sirs:

I represent Dick Eazor Chevrolet-Pontiac and the Estate of Richard Eazor, Jr. Richard Eazor died as the result of blunt force trauma injuries suffered in an automobile accident, which occurred on October 6, 2002. He was a passenger in a 1989 Chevrolet Corsica owned and operated by Lynn A. Sharp, which struck a tree at approximately 4:00 a.m. on that date, after Ms. Sharp lost control of her vehicle attempting to swerve to avoid hitting a deer. Mr. Eazor was not wearing a seat belt, and the vehicle had no airbags. He struck the passenger side dashboard of the Corsica with his chest, but apparently was not aware that he had suffered massive internal injuries at the time.

After the accident, Mr. Eazor attempted to remove Ms. Sharp through the driver's side door of the vehicle, but the door was inoperable as a result of the damage caused by the impact. He therefore pulled her over and across the center console, and attempted to have her walk with him to a nearby house. Upon ascertaining that she had a compound fracture of the right ankle, such that she could not walk, he left her at the accident scene, in the passenger's side front seat of her vehicle, and walked to the road to flag down a vehicle. The parties were picked up by two individuals, William J. Cox and Rebecca L. Barraclough, and driven to Ms. Barraclough's home, where an ambulance was summoned. Ms. Sharp was taken by Life Flight to Allegheny General Hospital in Pittsburgh. Mr. Eazor was then taken by ambulance to a local hospital as a precautionary measure. However, he died of his injuries either immediately to or during the ambulance transport, and was declared dead upon arrival at the hospital.

The State Police Report states that the driver of the vehicle was driving at an unsafe speed for conditions, in violation of 75 Pa. C.S.A. Section 3361. No citation was issued to either Ms. Sharp or Mr. Eazor. State Trooper Guy Battestilli, who wrote the report, admitted in his deposition that he made the presumption that Mr. Eazor was driving, as Ms. Sharp was

Sentry Insurance
December 9, 2004

in the passenger side of the vehicle, where Mr. Eazor had placed her prior to seeking assistance, when he arrived at the accident scene. Based on this presumption, Trooper Battestilli states in the police report that there were also violations of 75 Pa. C.S.A. Section 3731, Driving while Intoxicated, and Section 1543B, Driving on a Suspended License, by Mr. Eazor. As admitted by Trooper Battestilli, however, he did not personally witness the accident. Therefore, his opinion as to who was driving is inadmissible hearsay. *Andrews v. Jackson*, 235 A.2d 452 (Pa. Super. 1967). Furthermore, according to the deposition testimony of numerous after-the-fact witnesses, including Mr. Cox and Ms. Barraclough, and the other State Troopers at the scene, Ms. Sharp admitted that she was in fact the driver, not Mr. Eazor. Prior to his death, Mr. Eazor stated to witnesses that Ms. Sharp was driving as well. A copy of the Pennsylvania State Police Report is hereto attached as Exhibit "A."

Ms. Sharp has since stated, in her deposition, that she cannot remember who was driving, despite the clear admissions and statements against her own interest that she made to others at the time of the accident.

Ms. Sharp's Progressive Insurance Co. automobile policy provided for \$15,000.00/\$30,000.00/\$10,000.00 coverage limitations. A copy of her Declarations Page for her Progressive automobile policy is enclosed as Exhibit "B." No proceeds have been paid to Mr. Eazor's Estate from that policy.

A review of Mr. Eazor's Sentry policy reveals that there is \$500,000.00 in UIM coverage. Enclosed you will find the expert economic loss report of James L. Kenkel, Ph.D., which calculates the minimum economic loss resulting from Mr. Eazor's death as being in the amount of \$823,533.43, while the maximum economic loss is in the amount of \$1,004,313.10. As the minimum economic loss is well above the Sentry UIM policy limitation, we are hereby making a claim for the entire UIM benefit. I am enclosing Dr. Kenkel's report as Exhibit "C."

Enclosed as Exhibit "D" is a copy of the expert medical and biomechanical report of Dr. John C. Lyons. Dr. Lyons examined Ms. Sharp's vehicle, as well as the medical records and depositions taken in this case. He states in his report, within a reasonable degree of both medical and scientific certainty, that Ms. Sharp's injuries are consistent with her admissions that she was the driver of the Corsica at the time of the accident. This is based Dr. Lyons' detailed analysis of the injuries suffered by Ms. Sharp, as well as her aforesaid admissions at the time of the accident.

Dr. Lyons also states in his report, within a reasonable degree of both medical and scientific certainty, that Mr. Eazor's injuries are consistent with his admissions made immediately prior to his death, that he was the passenger of the Corsica at the time of the

Sentry Insurance
December 9, 2004

accident. He specifically notes from the autopsy report of Mr. Eazor, that the Coroner observed that "[t]he outer aspect of the body includes three, faint, red, contusive marks in a pattern of concentric arches over the lower mid-chest anteriorly" Dr. Lyons observed that these marks are clearly consistent with and in the same pattern as the three air vents he personally observed on the passenger side of the dashboard of Ms. Lyons' vehicle.

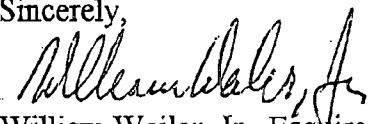
I am enclosing, as Exhibits "E", "F" and "G", respectively, copies of Mr. Eazor's death certificate, his autopsy report, and his medical records. There are minimal medical records, as Mr. Eazor died prior to receiving any medical treatment for his injuries other than those provided by the ambulance service.

As stated in the State Police Report, the operator of this vehicle was clearly negligent in driving too fast for conditions, in violation of 75 Pa. C.S.A. Section 3361, and lost control of the vehicle while negotiating a sharp right hand bend in the road, thereby striking a tree. The statements of Ms. Sharp to witnesses, as well as the medical injuries she sustained, unequivocally indicate that she was the driver of the vehicle at the time of the accident. As such, it was her negligence that cause Mr. Eazor's death. As her Progressive Insurance Co. policy of insurance affords only a minimal amount of benefits for Mr. Eazor in comparison to his economic loss, he is clearly entitled to claim the entire UIM benefit afforded him under your policy of insurance.

I am again requesting that you forward to Candace Eazor, the Executrix, a copy of the loss reserve run for each applicable policy period arising during the time frame of January 1, 2000 through December 1, 2004. Please forward the loss reserve runs to her attention at your earliest convenience.

Thank you for your time and consideration in this matter. If you have any questions or comments, or require any additional documentation, please do not hesitate to call.

Sincerely,


William Weiler, Jr., Esquire

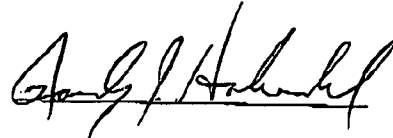
WW/llr

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VERIFICATION

I, Randy J. Hohendadel, Claims Representative of Sentry Insurance, have read the foregoing Equitable Interpleader Complaint. The Statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S.A. 4904 relation to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.



Randy J. Hohenadel

DATED: 3/7/05

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's **Equitable Interpleader**
Complaint has been served via U.S. Mail, first-class, postage pre-paid, this 9 day of
March, 2005, upon all parties of record as follows:

Lynn A. Sharp
416 Maple Avenue
DuBois, PA 15801

Candace A. Eazor
508 North Court
DuBois, PA 15801

DICKIE, McCAMEY & CHILCOTE, P.C.

By: 
Sarah B. Heineman, Esquire

Attorneys for Plaintiff
Sentry Insurance

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

SENTRY INSURANCE CO,

Plaintiff,

v.

**LYNN A. SHARP & CANDICE A. EAZOR,
EXECUTRIX,**

Defendants.

CIVIL ACTION

CASE NO. 2005-334-CD

**PRAECIPE FOR ENTRY OF
APPEARANCE**

Filed on Behalf of Defendant,
CANDICE A. EAZOR, EXECUTRIX

Counsel of Record for This Party:

WILLIAM WEILER, JR., ESQUIRE
PA I.D. #50497

20399 ROUTE 19 NORTH
SUITE 205
CRANBERRY TWP., PA 16066
724/776-3795

FILED ^{no} ^{cc}
MAR 24 2005

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

SENTRY INSURANCE CO,

CIVIL ACTION

Plaintiff,

CASE NO. 2005-334-CD

v.

**LYNN A. SHARP & CANDICE A. EAZOR,
EXECUTRIX,**

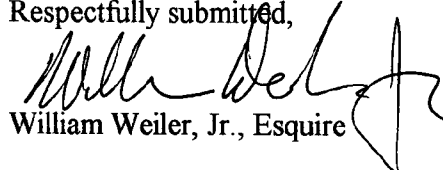
Defendants.

PRAECIPE FOR ENTRY OF APPEARANCE

To the Prothonotary, William Shaw:

Kindly enter my appearance on behalf of Defendant Candice A. Eazor, Executrix, in the
above-captioned case.

Respectfully submitted,


William Weiler, Jr., Esquire

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Praecipe was served on the 21st day of March,
2005 upon the following by regular first class U.S. mail, postage prepaid:

David Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801

Louis Schmitt, Esquire
P.O. Box 533
Hollidaysburg, PA 16648

Eugene Sundberg, Esquire
Suite 300
300 State Street
Erie, PA 16507

Edward Ferraro, Esquire
690 Main Street
Brockway, PA 15824

Sarah Hineman, Esquire
Two PPG Place, Suite 400
Pittsburgh, PA 15222

Respectfully submitted,


William Weiler, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SENTRY INSURANCE COMPANY,

CIVIL DIVISION

Plaintiff,

No. 05-334-CD

v.

Issue No.

LYNN A. SHARP, and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,

**AMENDED EQUITABLE
INTERPLEADER COMPLAINT**

Defendant.

Code:

Filed on behalf of Plaintiff

Counsel of record for this party:

John T. Pion, Esquire
PA I.D. # 43675

Sarah B. Heineman, Esquire
PA I.D. # 91040

DICKIE, MCCAMEY & CHILCOTE, P.C.
Firm #067
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA	
SENTRY INSURANCE COMPANY,	) CIVIL DIVISION
	)
Plaintiff,	) No.05-334-CD
	)
vs.	)
LYNN A. SHARP, and	)
CANDACE A. EAZOR, Administrator of	)
the Estate of Richard Eazor,	)
	)
Defendants.	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY, OR BY AN ATTORNEY, AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY CLAIM OR RELIEF REQUESTED BY THE DEFENDANT. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER, THEN YOU SHOULD 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
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SENTRY INSURANCE COMPANY,	)	
	)	CIVIL DIVISION
	)	
Plaintiff,	)	No.05-334-CD
	)	
vs.	)	
LYNN A. SHARP, and	)	
CANDACE A. EAZOR, Administrator of	)	
the Estate of Richard Eazor,	)	
	)	
Defendants.	)	

AMENDED EQUITABLE INTERPLEADER COMPLAINT

Plaintiff SENTRY INSURANCE COMPANY, by its attorney, DICKIE, McCAMEY & CHILCOTE, P.C., files this Complaint for Equitable Interpleader, and avers the following:

1. Plaintiff, Sentry Insurance Company, ("Sentry"), is an Insurance Company which is authorized and licensed to issue policies of insurance in the Commonwealth of Pennsylvania.
2. Defendant Lynn A. Sharp ("Sharp") is an adult individual maintaining a principal residence at 416 Maple Avenue, Dubois, Clearfield County, Pennsylvania 15801.
3. Defendant, Candace A. Eazor, is an adult individual who resides at 508 North Court, DuBois, Pennsylvania 15801. Candace A. Eazor was appointed as Administrator of the Estate of Richard A. Eazor by the Register of Wills of Jefferson County, Pennsylvania by document dated October 17, 2002.
4. Richard Eazor ("Eazor") was insured by Sentry Insurance under Insurance Policy number 49-71684-14 ("Policy"). Attached as Exhibit "A."
5. The Policy had an underinsured motorist coverage provision for \$500,000 and liability coverage provision for \$500,000. See Exhibit "A."

6. On October 6, 2002, Defendants were involved in a single vehicle accident, where the vehicle they occupied impacted with a tree.

7. The vehicle was owned and insured by Defendant Sharp.

8. On December 6, 2002, Defendant Sharp filed a complaint in the Court of Common Pleas of Clearfield County against Defendant Richard Eazor Estate alleging she was a passenger of the vehicle Richard Eazor was negligently operating when it impacted with a tree. *See Sharp Complaint attached as Exhibit "B"*

9. On January 22, 2003, Richard Eazor's Estate filed a complaint in Jefferson County against Defendant Sharp alleging Richard Eazor was the passenger of the vehicle Defendant Sharp was negligently operating when it impacted with a tree. *See Eazor Complaint attached as Exhibit "C."*

10. On May 27, 2004, the two cases were coordinated in the Court of Common Pleas of Clearfield County. *See Court of Common Pleas of Clearfield County Court Order dated November 19, 2004 attached as Exhibit "D."*

11. The issue as to who was the driver has not been determined.

12. On December 3, 2004, Defendant Eazor's Estate made a claim for the Under Insured Motorist Coverage of \$500,000, the full limit under the Policy. *See William Weiler, Jr., Esquire's Letter Dated December 3, 2004 attached as Exhibit "E."*

13. Due to these conflicting accounts, Sentry Insurance is unclear as to whether it owes liability damages or owes underinsured motorist coverage under the policy.

14. Sentry has incurred no independent liability to any claimant and claims no title to or beneficial interest in the said proceeds, but is a mere Stakeholder.

15. Sentry has no means of determining to whom the said proceeds are payable.

16. Sentry has no means other than this action of protecting itself against the exposure of contradicting liability as to the said proceeds on the part of Defendants.

17. No act on Sentry's part has caused the conflicting claims or the peril to Plaintiff of vexation by multiple litigation, and there is no collusion now, nor has there been collusion at any time, between Sentry and Defendants, or any of them, as to this action or as to the disposition of the said proceeds.

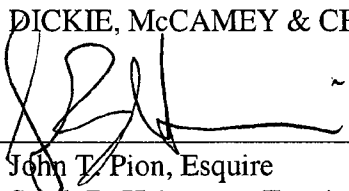
18. Sentry is ready and willing, and hereby offers to deposit the said proceeds in Court or with such person as the Court shall direct.

WHEREFORE, Plaintiff prays:

- a. That Defendants be restrained by injunction from taking any proceedings against Plaintiff in relation to the said proceeds;
- b. That Defendants be required to interplead together concerning their claims to the said proceeds;
- c. That some person be authorized by the Court to receive the said proceeds pending such litigation;
- d. That upon delivery of the said proceeds to such receiver, Sentry be discharged from any and all liability to any and all of the Defendants in relation thereto;
- e. For such other and further relief as the Court deems proper.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By: 

John T. Pion, Esquire
Sarah B. Heineman, Esquire
Attorneys for Plaintiff

Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402
(412) 281-7272



CERTIFIED COPY

REGARDING: DICK EAZOR CHEVY PONTIAC INC

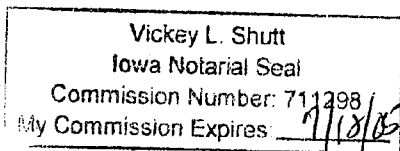
SENTRY SELECT INSURANCE COMPANY

49-71684-12-50-011 COMMERCIAL GARAGE

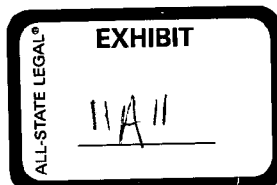
Bob Wise, being duly sworn on oath, deposes and says that he is an Underwriting Manager and that attached hereto is a true and correct copy of the original policies of insurance issued by Sentry Select Insurance Company as maintained on file by the company.

Bob Wise
Bob Wise, C/L Underwriting Manager

Subscribed and sworn to me before this 3rd Day of
MARCH, 2005, in the County of Scott, State of Iowa



Vickey L. Shutt
Notary Public
My commission expires on 7/12/05



COMMERCIAL GARAGE DECLARATIONS

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12ITEM ONE - NAMED INSURED

FIRST NAMED INSURED: DICK EAZOR CHEVY PONTIAC INC

ITEM TWO - SCHEDULE OF COVERAGES AND AUTO

=====

THIS POLICY PROVIDES COVERAGE FOR BOTH UNINSURED AND UNDERINSURED MOTORISTS FOR VEHICLES GARAGED IN PENNSYLVANIA AT LIMITS LESS THAN THE AUTO LIABILITY LIMIT.

=====

THIS POLICY PROVIDES ONLY THOSE COVERAGES SHOWN BELOW. EACH OF THE COVERAGES WILL APPLY ONLY TO THOSE "AUTOS" SHOWN AS COVERED "AUTOS". "AUTOS" ARE SHOWN AS COVERED "AUTOS" FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTOS SECTION OF THE GARAGE COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE. ENTRY OF A SYMBOL NEXT TO LIABILITY PROVIDES COVERAGE FOR "GARAGE OPERATIONS".

<u>COVERAGE</u>	<u>COVERED AUTO SYMBOLS</u>	<u>LIMIT</u>
LIABILITY	21	EACH "ACCIDENT" "GARAGE OPERATIONS" "AUTO" ONLY \$500,000 OTHER THAN "AUTO" \$500,000
BASIC FIRST PARTY BENEFITS	25	SEPARATELY STATED IN THE BASIC FIRST PARTY BENEFITS ENDORSEMENT.
MEDICAL PAYMENTS	PREMISES	\$5,000
UNINSURED MOTORISTS	32	\$35,000
UNDERINSURED MOTORISTS	32	\$35,000
PHYSICAL DAMAGE COVERAGE - COMPREHENSIVE	28,30,31	SEE ITEM SEVEN OR ITEM NINE OF THE DECLARATIONS FOR APPLICABLE LIMITS OF INSURANCE AND DEDUCTIBLES.
PHYSICAL DAMAGE COVERAGE - COLLISION	28,30,31	SEE ITEM SEVEN OR ITEM NINE OF THE DECLARATIONS FOR APPLICABLE LIMITS OF INSURANCE AND DEDUCTIBLES.

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:

CA 01 80 09 97	CA 21 92 08 01	CA 21 93 08 01
CA 22 37 03 95	CA 25 01 12 93	CA 25 05 07 97
CA 70 00 06 87	CA 88 00 10 01	CA 88 03 05 00
CA 88 07 05 00	CA 88 08 05 00	CA 88 09 05 00
CA 88 16 10 01	CA 88 50 10 01	CA 88 56 10 01
CA 88 57 10 01	CA 99 44 12 93	GA 000100 05 00
GA 000200 05 00	GA 000800 05 00	GA 000900 (0493)
IL 00 21 04 98	IL 02 46 09 00	IL 09 10 01 81

CA 00 09 10 01 (MECH)

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12ITEM THREE - LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONSLOCATION # LOCATION ADDRESS

001 200 MAIN ST BROCKWAY PA 15824

ITEM FOUR - LIABILITY COVERAGEPREMIUM RATING BASISOPERATOR CLASSIFICATIONSCLASS I-A PROPRIETORS, PARTNERS, AND OFFICERS ACTIVE IN THE BUSINESS,
SALES PERSONS, GENERAL MANAGERS OR SERVICE MANAGERS AND
OTHER EMPLOYEES IF PROVIDED A FURNISHED "AUTO".CLASS I-B PROPRIETORS, PARTNERS, AND OFFICERS ACTIVE IN THE BUSINESS,
SALES PERSONS, GENERAL MANAGERS OR SERVICE MANAGERS AND OTHER
EMPLOYEES IF NOT PROVIDED A FURNISHED "AUTO".

CLASS I-C ALL OTHER COMPANY EMPLOYEES NOT PROVIDED A FURNISHED "AUTO".

CLASS II-A NON-EMPLOYEES UNDER AGE 25 PROVIDED A FURNISHED "AUTO".

CLASS II-B NON-EMPLOYEES AGE 25 AND OVER PROVIDED A FURNISHED "AUTO".

<u>LOC.#</u>	<u>CLASS</u>	<u>FACTOR</u>	<u>#PERSONS</u>	<u>UNITS</u>
001	I-A	1.00	5.00	5.00
	I-C	0.40	8.00	3.20
	II-B	0.50	1.00	0.50

INDIVIDUALS FURNISHED A COVERED AUTO

NAME OF INDIVIDUAL

WANDA EAZOR

ITEM FIVE - OPTIONAL COVERAGEBROADENED COVERAGE - GARAGES

LIMITS OF INSURANCE

PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE \$500,000
FIRE LEGAL LIABILITY LIMIT OF INSURANCE \$50,000 FOR ANY ONE FIREOPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE

LIMITS OF INSURANCE

\$25,000 PER "OPERATIONS SUIT" DEDUCTIBLE \$500
NO AGGREGATE LIMIT OF INSURANCE "OPERATIONS SUITS"

CA 00 09 10 01 (MECH)

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COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

EMPLOYMENT PRACTICES

LIMITS OF LIABILITY

\$500,000 EACH "ACT"
NO ANNUAL AGGREGATE

2.5% DEDUCTIBLE

LEASING CONCERNSCONTINGENT LIABILITY AND CONTINGENT PHYSICAL DAMAGE COVERAGE

CONTINGENT LIABILITY COVERAGE

LIMIT OF LIABILITY \$500,000 NUMBER OF "LEASED AUTOS": 1

CONTINGENT PHYSICAL DAMAGE COVERAGE

NUMBER OF "LEASED AUTOS": 1

ITEM SEVEN - PHYSICAL DAMAGE COVERAGEPHYSICAL DAMAGE -INTERESTS

WITH RESPECT TO DEALER'S "AUTOS", THE FOLLOWING PHYSICAL DAMAGE
COVERAGES APPLY TO YOUR INTEREST IN COVERED "AUTOS" YOU OWN AND YOURS
AND THE FINANCE COMPANY'S INTEREST IN COVERED "AUTOS" YOU FINANCE:

TYPE OF AUTOS	COVERAGES		
	COLLISION	COMPREHENSIVE	FALSE PRETENSE
NEW "AUTOS" OWNED	X	X	X
CHEVROLET NEW FINANCED "AUTOS"	X	X	X
PONTIAC NEW FINANCED "AUTOS"	X	X	X
USED "AUTOS"	X	X	X
SERVICE AND DEMO "AUTOS"	X	X	X

CA 00 09 10 01 (MECH)

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COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

PHYSICAL DAMAGE LIMITS AND COVERAGES

LOCATION NUMBER	COVERAGE	LIMIT OF INSURANCE FOR EACH LOCATION
001	COMPREHENSIVE	\$2,800,000 MINUS \$250 DEDUCTIBLE FOR EACH COVERED "AUTO" SUBJECT TO \$1,000 AGGREGATE DEDUCTIBLE* FROM ANY ONE OCCURRENCE*
	COLLISION	\$2,800,000 MINUS \$500 DEDUCTIBLE FOR EACH COVERED "AUTO"

*THE PHYSICAL DAMAGE DEDUCTIBLES FOR OTHER THAN COLLISION COVERAGE
APPLY TO: "LOSS" CAUSED BY ALL COVERED CAUSES OF "LOSS".

WIND AND HAIL DEDUCTIBLE

FOR ALL "LOSS" CAUSED BY WIND AND HAIL, THE FOLLOWING DEDUCTIBLES
REPLACE THE DEDUCTIBLES INDICATED ABOVE:

\$250 FOR EACH COVERED "AUTO". THE AGGREGATE DEDUCTIBLE DOES NOT APPLY.

OTHER LOCATIONS

FOR "LOSS" AT LOCATIONS OTHER THAN THOSE LISTED IN ITEM THREE OF THE
DECLARATIONS, A LIMIT OF \$850,000 APPLIES TO COVERED "AUTOS" IN
TRANSIT AND ANY ADDITIONAL LOCATION WHERE YOU STORE COVERED "AUTOS".

FALSE PRETENSE

PER PERSON LIMIT: \$50,000 DEDUCTIBLE: \$500

AUTO DEALERS PHYSICAL DAMAGE REPORTING BASIS

QUARTERLY: YOU MUST GIVE US YOUR REPORTS BY THE FIFTEENTH OF THE
FOURTH MONTH AFTER THE POLICY BEGINS. YOUR SUBSEQUENT REPORTS MUST
BE GIVEN TO US BY THE FIFTEENTH OF EVERY THIRD MONTH. YOUR REPORTS
MUST CONTAIN THE VALUE OF THE LAST BUSINESS DAY OF EVERY THIRD MONTH
WITHIN THE POLICY PERIOD.

DEALER SPECIAL REPAIR PERCENTAGES

REPAIR PERCENTAGES	YOUR "AUTOS"	PARTS	90%	LABOR	90%
	"CUSTOMER'S AUTOS"	PARTS	90%	LABOR	90%

CUSTOMERS' PERSONAL PROPERTY

THE MOST WE WILL PAY IN ANY ONE "LOSS" TO "CUSTOMER'S PERSONAL"
PROPERTY" IS \$7,000.

AUTO DEALERS ECONOMIC LOSS COVERAGE - NEW VEHICLES

LIMIT - \$2,500 PER VEHICLE OR 10% OF THE "ACTUAL DEALER COST"
WHICHEVER IS LESS.

CA 00 09 10 01 (MECH)

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

HIRED AUTO PHYSICAL DAMAGE COVERAGE

PHYSICAL DAMAGE COVERAGE IS PROVIDED FOR LEASED, HIRED, RENTED OR BORROWED (DOES NOT INCLUDE "AUTO" LEASED, RENTED OR BORROWED FROM AN "EMPLOYEE", PARTNER, MEMBER IF YOU ARE A LIMITED LIABILITY COMPANY OR MEMBERS OF THEIR HOUSEHOLDS) VEHICLES AS INDICATED IN THE SCHEDULE.

SCHEDULE

<u>COVERAGES</u>	<u>LIMITS OF INSURANCE THE MOST WE WILL PAY</u>	<u>DEDUCTIBLE</u>
COMPREHENSIVE	ACV, OR COST OF REPAIRS WHICHEVER IS LESS MINUS DEDUCTIBLE	\$250
COLLISION	ACV, OR COST OF REPAIRS WHICHEVER IS LESS MINUS DEDUCTIBLE	\$250

ITEM EIGHT - MEDICAL PAYMENTS COVERAGE

REFER TO ITEM NINE FOR COVERED "AUTOS" INSURED ON A SPECIFIED CAR BASIS. MEDICAL PAYMENTS COVERAGES APPLY IF THE APPROPRIATE ENDORSEMENT(S) IS/ARE ATTACHED TO THIS POLICY:

CA 25 05 GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE

CA 00 09 10 01 (MECH)

B

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

ITEM NINE - SCHEDULE OF COVERED AUTOS WHICH ARE INSURED ON A SPECIFIED CAR BASIS

PER "AUTO" COVERAGES, LIMITS AND DEDUCTIBLES ARE LISTED BELOW. ABSENCE OF AN INDIVIDUAL "AUTO" ENTRY MEANS THAT THE COVERAGE DOES NOT APPLY.

*** NO SCHEDULED VEHICLES EXIST FOR THIS POLICY. ***

CA 00 09 10 01 (MECH)

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COMMERCIAL GARAGE POLICY

COMMERCIAL GARAGE DECLARATIONS (CONT)

POLICY NUMBER 49-71684-12

ADDITIONAL INSURED/
LOSS PAYABLE SCHEDULE

THE FOLLOWING INFORMATION IS REQUIRED TO COMPLETE THE ADDITIONAL INSURED
ENDORSEMENTS WHICH FORM A PART OF YOUR COMMERCIAL GARAGE POLICY.

ADDITIONAL
INSURED/LOSS PAYABLE
DEPOSIT BANK
BANK INSURANCE PROCESSING
PO BOX 400
INDIANA, PA 15701
(CERTIFICATE NUMBER 0001)

ENDORSEMENT
CA 99 44 12 93

EFFECTIVE
FROM DECEMBER 31, 2001
TO DECEMBER 31, 2002

PREMISES

200 MAIN ST
BROCKWAY, PA 15824

CA 00 09 10 01 (MECH)

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01-03-2002
PAGE 1



PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

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

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

A. CHANGES IN LIABILITY COVERAGE

2. The following is added to Supplementary Payments:

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

B. CHANGES IN CONDITIONS

1. The following is added to the LOSS CONDITIONS Section:

Paragraph A.2.b.(5) of the DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS Condition is replaced by the following:

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

The following is added to the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition:

If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

2. The following is added to the GENERAL CONDITIONS Section:

CONSTITUTIONALITY CLAUSE

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

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

CA 01 80 09 97

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PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED

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

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

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

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
\$	Each "Accident"

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

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
 - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the "suit".

CA 21 92 08 01

ISO Properties, Inc., 2001



PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply if such settlement does not adversely affect our rights of recovery under this coverage.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

CA 21 92 08 01

ISO Properties, Inc., 2001



PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. Any amount payable for damages under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible. This includes all sums paid for the same damages under this Coverage Form's Liability Coverage. This also includes all sums paid for an "insured's" attorney either directly or as part of the amount paid to the "insured".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for Pennsylvania Uninsured Motorists Coverage - Nonstacked as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
 - a. Promptly notify the policy if a hit-and-run driver is involved, and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment due to an "accident" involved an "uninsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by

CA 21 92 08 01

ISO Properties, Inc., 2001

PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

3. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

FIRST	The Uninsured Motorists Coverage application to the vehicle the "insured" was "occupying" at the time of the "accident".
SECOND	The Coverage Form or policy affording Uninsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.
- c. Where there is applicable insurance available under the first priority:
- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and
 - (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.
- d. If two or more Coverage Forms or policies have equal priority:
- (1) 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;
 - (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer on the same level of priority for the benefits paid and the costs of processing the claim; and

CA 21 92 08 01

ISO Properties, Inc., 2001

PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

(3) If we are the insurer against whom the claim is first made, we will pay, subject to the limit of insurance for Uninsured Motorists Coverage shown in the Declarations, after all contributing insurers agree as to:

(a) Whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle"; and

(b) The amount of damages.

4. The following condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Arbitration shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident".
 - b. For which an insuring or bonding company:
 - (1) Denies coverage;

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PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

- (2) Is or becomes insolvent; or
 - (3) Is or becomes involved in insolvency proceedings.
 - c. For which neither the driver nor owner can be identified. The vehicle or "trailer" must:
 - (1) Hit an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying".
- If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.
- However, an "uninsured motor vehicle" does not include any vehicle:
- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - b. Owned by a governmental unit or agency; or
 - c. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED

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

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

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

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
\$	Each "Accident"

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

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle".
2. We will pay under this coverage only if a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

- (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:
- a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the "suit".

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
3. Punitive or exemplary damages.

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

4. "Bodily injury" sustained by:

- a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The Conditions are changed for Pennsylvania Underinsured Motorists Coverage - Nonstacked as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
 - a. Promptly send us copies of the legal papers if a "suit" is brought.
 - b. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to the "insured" in an amount equal to the tentative settlement to

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment due to an "accident" involved an "underinsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

3. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

FIRST	The Underinsured Motorists Coverage application to the vehicle the "insured" was "occupying" at the time of the "accident".
SECOND	The Coverage Form or policy affording Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

c. Where there is applicable insurance available under the first priority:

- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and
- (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.

d. If two or more Coverage Forms or policies have equal priority:

- (1) 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;
- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer e costs for the benefits paid and the costs of processing the claim; and
- (3) If we are the insurer against whom the claim is first made, we will pay, subject to the Limit of Insurance for Underinsured Motorists Coverage shown in the Declarations, after all contributing insurers agree as to:
 - (a) Whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle"; and
 - (b) The amount of damages.

4. The following condition is added:

ARBITRATION

- a. If we an an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Arbitration shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a vehicle for which the sum of all liability bonds or policies that apply at the time of an "accident" do not provide at least the amount an "insured" is legally entitled to recover as damages.

However, an "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
 - b. Owned by a governmental unit or agency; or
 - c. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT

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

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

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

SCHEDULE

BENEFITSLIMIT OF LIABILITY
(per insured)

Medical Expense Benefits

Up to \$5,000

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

A. COVERAGE

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

BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

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

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

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury." If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury," medical expenses will be paid without limitation as to the time such further expenses are incurred.

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

B. WHO IS AN INSURED

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

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

C. EXCLUSIONS

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

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
 - a. You; or
 - b. Any "family member."
5. Sustained by any person who, at the time of the "accident:"
 - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act;" or
 - b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

- a. You; or
- b. Any "family member".
- 8. Sustained by any person while "occupying";
 - a. A recreational vehicle designed for use off public roads; or
 - b. A motorcycle, moped or similar type vehicle.
- 9. 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.

D. LIMIT OF INSURANCE

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

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for FIRST PARTY BENEFITS as follows:

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

NON-DUPLICATION OF BENEFITS

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

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

PRIORITIES OF POLICIES

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

The priority order is:

- First The insurer providing benefits to the "insured" as a named insured.
- Second The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the "Act."
- Third The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident."
- Fourth The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is:
 - a. Not "occupying" an "auto;" and
 - b. Not providing First Party Benefits under any other policy.

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

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

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle, or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
 - a. By muscular power; or
 - b. On rails or tracks.
2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
 - a. Related to you by blood, marriage or adoption; or
 - b. A minor in your custody or in the custody of any other "family member."
4. "Occupying" means in, upon, getting in, on, out or off.

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BROAD FORM PRODUCTS COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

LIABILITY COVERAGE is changed as follows:

The DEFECTIVE PRODUCTS Exclusion does not apply. However, subject to the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos", the coverage only applies to that amount of "property damage" to your "products" that exceeds \$250 for any one "accident".

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GARAGE LOCATIONS AND OPERATIONS MEDICAL
PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

A. COVERAGE

We will pay reasonable medical and funeral expenses to or for each person who sustains "bodily injury" to which this coverage applies, caused by an "accident" and resulting from:

1. The maintenance or use of the locations shown in the Declarations and that portion of the roads or other accesses that adjoin these locations for garage business.
2. All operations necessary or incidental to a garage business.

We will pay only those expenses incurred for services rendered within one year from the date of the "accident".

B. EXCLUSIONS

This insurance does not apply to:

1. "Bodily injury" resulting from the maintenance or use of any "auto".
2. "Bodily injury" to a person, whether or not an "employee" of any "insured", if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
3. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
4. "Bodily injury" to any "insured".

C. LIMIT OF INSURANCE

Regardless of the number of persons who sustain "bodily injury" or claims made, the most we will pay for "bodily injury" for each person injured in any one "accident" is the Limit of Medical Payments Coverage shown in the Declarations.

D. CHANGES IN CONDITIONS

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Garage Condition does not apply.

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COMMERCIAL AUTO

POLICY NUMBER: 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

ENDORSEMENT EFFECTIVE
12-31-01

FELLOW EMPLOYEE BODILY INJURY

THIS ENDORSEMENT MODIFIES INSURANCE UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

UNDER SECTION II - LIABILITY COVERAGE, THE EXCLUSION RELATING TO
"BODILY INJURY" TO ANY FELLOW EMPLOYEE, B.5., IS DELETED, BUT ONLY
WITH RESPECT TO THE PERSONS LISTED BELOW:

ALL EMPLOYEES

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GARAGE COVERAGE FORM

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL		DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
21	Any "Auto"	
22	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
23	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
24	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
25	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

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GARAGE COVERAGE FORM - CONTINUED

SYMBOL		DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
26	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own, and which are covered under Section II - Liability Coverage, that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
27	Specifi- cally Described "Autos"	Only those "autos" described in Item Nine of the Declarations in which coverage is indicated by an "x" or a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Nine which is provided Liability Coverage).
28	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", or partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
29	Non-Owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your garage business.
30	"Autos" Left With You For Service, Repair, Storage or Safe- keeping	Any customer's land motor vehicle or trailer or semitrailer while left with you for service, repair, storage or safekeeping. Customers include your "employees" and members of their households, who pay for services performed.

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GARAGE COVERAGE FORM - CONTINUED

SYMBOL	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
31	Dealers "Autos" and "Autos" Held For Sale By Non-Dealers or Trailer Dealers (Physical Damage Coverages) Any "auto" and the interests in these "autos" described in Item Seven of the Declarations as well as an "auto" described in Item Nine of the Declarations for which physical damage coverage is designated to apply.
32	Owned "Autos" Only (Uninsured / Under- insured Motorists) Only those "autos" you own and which are covered under Section II - Liability Coverage. This includes those "autos" you acquire ownership of after the policy begins.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If Symbols 21, 22, 23, 24, 25, 26, or 32 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 27 is entered next to a coverage, in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS AND TEMPORARY SUBSTITUTE AUTOS

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

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;

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GARAGE COVERAGE FORM - CONTINUED

- b. Repair;
- c. "Loss"; or
- d. Destruction.

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS"

- a. We will pay all sums an "insured" legally must pay as damages, including punitive damages where insurable by law, because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident" and resulting from "garage operations" other than the ownership, maintenance or use of covered "autos".

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "accident" occurs in the coverage territory;
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no "insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" occurred then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any

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GARAGE COVERAGE FORM - CONTINUED

"insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware of any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. GARAGE OPERATION - COVERED AUTOS

We will pay all sums an "insured" legally must pay as damages, including punitive damages where insurable by law, because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

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

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

3. WHO IS AN INSURED

a. The following are "insureds":

- (1) You for any covered "auto".
- (2) Your partners (if you are a partnership), members (if you are a limited liability company), shareholders, officers, directors, "employees", "temporary workers" and members of their or your households while using or legally responsible for the use of a covered "auto" you own, hire (a covered auto) you hire includes an "auto" rented by your "employee" or "temporary worker" for use in your company business) or borrow, if the use is within the scope of your permission.

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GARAGE COVERAGE FORM - CONTINUED

- (3) Individuals, including members of their households, furnished a covered "auto" by you for their regular use, but only if the individual is specifically named in the Declarations and only while using or legally responsible for the use of the furnished covered "auto".
 - (4) Any "contract driver"
 - (5) Anyone else required by law to be an insured while using a covered "auto" you own, hire or borrow, if the use is within the scope of your permission.
 - (6) Anyone liable for the conduct of an "insured" described above, but only to the extent of that liability.
- b. The following are not "insureds":
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" or a "temporary worker" if the covered "auto" is owned by that "employee" or "temporary worker" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking, or storing "autos" unless that business is your "garage operations".
 - (4) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. The following are "insureds" for "garage operations" other than covered "autos":
- (1) You.
 - (2) Your partners (if you are a partnership), members (if you are a limited liability company), shareholders, officers, directors or "employees" but only while acting within the scope of their duties.

4. COVERAGE EXTENSIONS

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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GARAGE COVERAGE FORM - CONTINUED

- (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

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

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". But for "garage operations" other than covered "autos" this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. CONTRACTUAL

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

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

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GARAGE COVERAGE FORM - CONTINUED

- b. That the "insured" would have in the absence of the contract or agreement.

3. WORKERS COMPENSATION

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

4. EMPLOYEE INDEMNIFICATION AND EMPLOYERS LIABILITY

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
- (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.
- c. A person arising out of any:
- (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- d. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2), or (3) above are directed.

This exclusion applies:

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

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

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GARAGE COVERAGE FORM - CONTINUED

5. FELLOW EMPLOYEE

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employees" employment or while performing duties related to the conduct of our business.

6. CARE, CUSTODY OR CONTRAL

"Property damage" to or "covered pollution cost or expense" involving:

- a. Property owned, rented or occupied by the "insured";
- b. Property loaned to the "insured";
- c. Property held for sale or being transported by the "insured";
or
- d. Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. LEASED AUTOS

Any covered "auto" while leased or rented to others. This exclusion does not apply to:

- a. A covered "auto" you rent to one of your customers while his or her "auto" is left with you for service or repair or while the customer is awaiting delivery of an "auto" after signing a written purchase agreement with you; or
- b. Your or your "employee" or "temporary worker" while a leased or rented "auto" is in your custody for service, repair, pickup or delivery in the course of your business.

8. POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

- a. "Bodily injury" or "property damage" arising out of the actual alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (1) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to any "insured";
 - (2) At or from any premises, site, or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste.
 - (3) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:

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GARAGE COVERAGE FORM - CONTINUED

- (a) To test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of the "pollutants"; or
 - (b) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
- (4) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs a.(1) and a.(3)(b) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable or breaks out from where it was intended to be.

Paragraph a.(1) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Paragraph a.(3)(b) does not apply to "bodily injury" or "property damage" by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

b. Any loss, cost or expense arising out of any:

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

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order, or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

9. POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - COVERED "AUTOS"

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

- a. That are, or that are contained in any property that is:

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GARAGE COVERAGE FORM - CONTINUED

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

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

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

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

10. RACING

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

11. WATERCRAFT OR AIRCRAFT

Any watercraft or aircraft except watercraft while ashore on premises where you conduct "garage operations".

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GARAGE COVERAGE FORM - CONTINUED

12. DEFECTIVE PRODUCTS

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products" at the time it was transferred to another.

13. WORK YOU PERFORMED

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials, or equipment used in connection with the work.

14. LOSS OF USE

Loss of use of other property not physically damaged if caused by:

- a. A delay or failure by your or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- b. A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, 14.b., does not apply if the loss of use is caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

15. PRODUCTS RECALL

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work, or other property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

16. WAR

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

17. LIQUOR LIABILITY

"Bodily injury" or "property damage" for which an "insured" may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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GARAGE COVERAGE FORM - CONTINUED

This exclusion applies only if you use the premises in part for the following purposes:

- (1) Serving or furnishing alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license; or
 - (b) Is for the purpose of financial gain or livelihood; or
- (2) Serving or furnishing alcoholic beverages without a charge, if a license is required for such activity.

C. LIMIT OF INSURANCE

1. AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

If an Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered Autos is indicated in the Declarations, for "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for the sum of all damages involving "garage operations" other than "auto" is the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

Damages payable under the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" consist of damages resulting from "garage operations" other than the ownership, maintenance or use of the "autos" indicated in SECTION I of this Coverage Form as covered "autos" including the following coverages, if provided by endorsement:

- a. "Personal Injury" liability coverage;
- b. "Personal and advertising injury" liability coverage;
- c. Host liquor liability coverage;
- d. Fire legal liability coverage;
- e. Incidental medical malpractice liability coverage;
- f. Non-owned watercraft coverage;
- g. Broad form products coverage;
- h. Broad form completed operations coverage.

The Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the

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GARAGE COVERAGE FORM - CONTINUED

Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos".

2. EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

For "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Subject to paragraph 1 above, and regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for all damages resulting from any one "accident" is the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

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

Damages payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" are not payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos".

3. LIMIT OF INSURANCE - "GARAGE OPERATIONS" - COVERED "AUTOS"

For "accidents" resulting from "garage operations" involving the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" involving a covered "auto" is the Each "Accident" Limit of Insurance - "Garage Operations" Covered "Autos" for Liability Coverage shown in the Declarations.

For "contract drivers" and anyone required by law to be an "insured" for the use of a covered "auto", the most we will pay for all damages resulting from one "accident" involving a covered "auto" is that portion of the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos" needed to comply with the minimum limits provision of the law in the jurisdiction where the "accident" took place. When there is other insurance applicable to the "accident", we will pay only the amount needed to comply with these minimum limits after the other insurance is exhausted.

Damages and "covered pollution cost or expense" payable under the Each "Accident" Limit of Insurance - "Garage Operations" Covered "Autos" are not payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos".

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GARAGE COVERAGE FORM - CONTINUED

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

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

D. DEDUCTIBLE

We will deduct \$100 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

SECTION III - GARAGEKEEPERS COVERAGE

A. COVERAGE

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

- a. COMPREHENSIVE COVERAGE

From any cause except:

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

- b. SPECIFIED CAUSES OF LOSS COVERAGE

Caused by:

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

- c. COLLISION COVERAGE

Caused by:

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

2. We will also pay all sums the "insured" legally must pay as damages for "loss" to "customers' personal property" that is left in the "insured's" care in the course of your "garage operations". This coverage is on a legal liability basis only,

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GARAGE COVERAGE FORM - CONTINUED

unless coverage is specified as excess or primary insurance in the Declarations of this policy.

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

4. WHO IS AN INSURED

Only you are an "insured" for "loss" to a "customer's auto", "customer's auto" equipment or "customers' personal property":

5. COVERAGE EXTENSIONS

The following applies as Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

B. EXCLUSIONS

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

- a. CONTRACTUAL OBLIGATIONS

Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".

- b. THEFT

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

- c. DEFECTIVE PARTS

Defective parts or materials.

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GARAGE COVERAGE FORM - CONTINUED

d. FAULTY WORK

Faulty "work you performed".

e. THEFT OF "CUSTOMERS' PERSONAL PROPERTY"

"Loss" due to theft of "customers' personal property" if there is no evidence of forced entry into the "customer's auto" or the building in which the "customer's auto" is located.

f. "Loss" caused by or resulting from depreciation or "diminution of value".

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

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.

C. LIMIT OF INSURANCE AND DEDUCTIBLE

- 1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought:
 - a. The most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Declarations for that location.
 - b. When you replace a "customer's auto" the most we will pay will be your actual cost, exclusive of your profit, holdback or overhead expenses.
- 2. Whether or not repairs are made:
 - a. The most we will pay is the percentage of the customary retail charges in your area, stated in the Declarations as Special Repair Percentages and applying to Parts (including materials) and Labor. If your business is shown in the Declarations as a recreational vehicle dealership:
 - (1) The percentage shown in the Declarations for parts does not apply; and

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GARAGE COVERAGE FORM - CONTINUED

- (2) For parts, the most we will pay is your actual net cost plus up to 10% additional payment for shipping and handling.
- b. We will subtract an amount for depreciation as well as the applicable deductible shown in the Declarations. Regardless of the number of "customer's autos" damaged or stolen, the aggregate deductible shown in the Declarations is the maximum deductible applicable to all "loss" in any one event. Refer to the Declarations for the applicable deductibles and the causes of loss to which they apply.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible or calculated repair percentage. If this happens you must reimburse us for the amount we have paid on your behalf.
4. Regardless of the number of "customer's autos" or customers involved, the most we will pay in any one "loss" for "customers' personal property" will be the Garagekeepers Customers' Personal Property Limit of Insurance shown in the Declarations. The amount paid for any one "loss" will be reduced by the per "auto" comprehensive or specified causes of loss deductible that applies.

SECTION IV - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:
- a. COMPREHENSIVE COVERAGE
- From any cause except:
- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.
- b. SPECIFIED CAUSES OF LOSS COVERAGE
- Caused by:
- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, or derailment of any conveyance transporting the covered "auto".

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GARAGE COVERAGE FORM - CONTINUED

b. COLLISION COVERAGE

Caused by:

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

When "Autos" Left With You For Service, Repair, Storage Or Safekeeping is indicated for a Physical Damage Coverage, a covered "auto" for that coverage will include a "customer's auto" or "customer's auto" equipment.

2. TOWING - NON-DEALERS ONLY

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. GLASS BREAKAGE - HITTING A BIRD OR ANIMAL - FALLING OBJECTS OR MISSILES

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

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

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

4. WHO IS AN INSURED

The following are "insureds" for covered "autos":

- a. You are an "insured" for any covered "auto":
- b. If Hired Auto Physical Damage coverage is provided, your "employee" for an "auto" rented or hired by your "employee" for use in your "garage operations".

5. COVERAGE EXTENSIONS

a. TRANSPORTATION EXPENSES

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered

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GARAGE COVERAGE FORM - CONTINUED

"auto" of the private passenger type you own. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. LOSS OF USE EXTENSION

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

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

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

c. "CUSTOMER'S AUTO" COVERAGE EXTENSIONS

If "Autos" Left With You For Service, Repair, Storage or Safekeeping are indicated in the Declarations as covered "autos" for a coverage under this section:

- (1) A covered "auto" for that coverage will include a "customer's auto".
- (2) We will also pay for "loss" to "customers' personal property" that is left in the "insured's" care in the course of your "garage operations".
- (3) If "loss" to a "customer's auto" results in a "suit" for damages, we have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following: Such "loss" is excluded regardless of any other cause

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GARAGE COVERAGE FORM - CONTINUED

or event that contributes concurrently or in any sequence to the "loss".

a. NUCLEAR HAZARD.

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

b. WAR OR MILITARY ACTION.

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

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

a. Any covered "auto" while leased or rented to others. This exclusion does not apply to:

- (1) A covered "auto" you rent to one of your customers while his or her "auto" is left with you for service or repair or while the customer is awaiting delivery of an "auto" after signing a written purchase agreement with you; or
- (2) You or your "employee" while a leased or rented "auto" is in your custody for service, repair, pick up or delivery in the course of your business.

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

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

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

e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

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GARAGE COVERAGE FORM - CONTINUED

- f. Any accessories used with the electronic equipment described in Paragraph e. above.

Exclusions 2.e. and 2.f. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
- (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

3. FALSE PRETENSE

We will not pay for "loss" to a covered "auto" caused by or resulting from:

- a. Someone causing you to voluntarily part with it by trick or scheme or under false pretense; or
- b. Your acquiring an "auto" from a seller who did not have legal title.
4. If your business is shown in the Declarations as an "auto" dealership or a recreational vehicle dealership, we will not pay for:
- a. "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.
- b. Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
- c. "Loss" due to theft of "customers' personal property" if there is no evidence of forced entry into the covered "auto" or the building in which it is located.

5. "DIMINUTION OF VALUE"

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GARAGE COVERAGE FORM - CONTINUED

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

6. OTHER EXCLUSIONS

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown, defective parts or materials or faulty "work you performed";
- b. Blowouts, punctures or other road damage to tires.

C. LIMITS OF INSURANCE

1. For "loss" to a covered "auto" the most we will pay is the lesser of:

- a. Your actual cost, exclusive of your profit, holdback or overhead expenses; or
- b. Whether or not repairs are made, the most we will pay is the percentage of the customary retail charges in your area, stated in the Declarations as Auto Dealers Special Repair Percentages and applying to Parts (including materials) and Labor. If your business is shown in the Declarations as a recreational vehicle dealership:
 - (1) The percentage for parts does not apply; and
 - (2) For parts, the most we will pay is your actual net cost plus up to 10% additional payment for shipping and handling.

- c. For damage caused by hail, the cost of using paintless dent repair in place of traditional repair costs.

If repairs are made by a subcontractor because the "loss" occurs more than 100 miles from your location, the most we will pay is 100% of the customary charges for parts, materials, and labor for that area regardless of the percentage indicated in the Declarations.

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- 4. For those businesses shown in the Declarations as "auto" dealerships or recreational vehicle dealerships, the following provisions also apply.
 - a. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in ITEM SEVEN of the

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GARAGE COVERAGE FORM - CONTINUED

Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in ITEM SEVEN of the Declarations for "loss" in transit.

b. QUARTERLY OR MONTHLY REPORTING PREMIUM BASIS

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the value you actually had on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75% of the Limit of Insurance shown in ITEM SEVEN of the Declarations for the applicable location.

c. NON-REPORTING PREMIUM BASIS

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the limit by the total values you actually had when "loss" occurred.

5. If "Autos" Left With You For Service, Repair, Storage or Safekeeping are indicated in the Declarations as covered "autos" for this coverage section, regardless of the number of "autos" or customers involved, the most we will pay in any one "loss" to "customers' personal property" will be the Customers Personal Property Limit of Insurance shown in ITEM SEVEN of the Declarations.

D. DEDUCTIBLE

1. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations provided that:

a. "AUTO" DEALERS AND RECREATIONAL DEALERS SPECIAL DEDUCTIBLE PROVISIONS

If your business is shown in the Declarations as an "auto" dealership or a recreational vehicle dealership:

- (1) The per "auto" deductible shown in the Declarations will apply to all "loss" caused by those perils indicated in the Declarations. Refer to the Declarations for a description of the applicable deductibles.
- (2) If an aggregate deductible is shown in the Declarations for a covered cause of loss, regardless of the number of covered "autos" damaged or stolen, the aggregate

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GARAGE COVERAGE FORM - CONTINUED

deductible is the maximum deductible applicable for all "loss" in any one event. Refer to the Declarations for a description of the applicable deductibles.

- (3) When paintless dent repair is used, the per "auto" deductible applicable to the "loss" will be reduced by \$250.

b. NON-DEALERS ONLY SPECIAL DEDUCTIBLE PROVISIONS

If your business is shown in the Declarations as something other than an "auto" dealership or a recreational vehicle dealership, the Comprehensive Coverage deductible does not apply to "loss" caused by fire or lightning.

- c. If "Autos" Left With You for Service, Repair, Storage or Safekeeping is indicated in the Declarations as covered "autos" for this coverage section, the following applies:

Sometimes to settle a claim or "suit" we may pay all or part of any deductible or calculated repair percentage amount. If this occurs, you must reimburse us for the amount that we have paid on your behalf.

SECTION V - GARAGE CONDITIONS

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

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

We have not duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss" you must give us or our authorized representative prompt notice of the accident or "loss". Include:

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GARAGE COVERAGE FORM - CONTINUED

- (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "autos" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. LEGAL ACTION AGAINST US

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

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

4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES

At our option we may:

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GARAGE COVERAGE FORM - CONTINUED

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

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

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

B. GENERAL CONDITIONS

1. BANKRUPTCY

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

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

3. LIBERALIZATION

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

4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

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

5. OTHER INSURANCE

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GARAGE COVERAGE FORM - CONTINUED

- a. For any covered "auto" you own, this Coverage Form provides primary insurance, except it provides excess insurance while the covered "auto" is in the care, custody or control of any person or organization other than you, your partners (if you are a partnership), members (if you are a limited liability company), stockholders, officers, directors, "employees", "temporary workers", individuals furnished a covered "auto" and named in the Declarations or the members of their or your household.
- b. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- c. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow including an "auto" rented or hired by your "employee" for use in your "garage operations" is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- d. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability coverage is primary for any liability assumed under an "insured contract".
- e. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceed the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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GARAGE COVERAGE FORM - CONTINUED

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover:

- a. "Bodily injury", "property damage" and "losses" occurring;
and
- b. "Covered pollution cost or expense" arising out of
"accidents" occurring

during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hire, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "bodily injury", "property damage", "covered pollution cost or expense" and "losses" while the covered "auto" is being transported between any of these places.

The coverage territory is extended to anywhere in the world if the "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada. The original "suit" for damages resulting from such "bodily injury" or "property damage" must be brought in one of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

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

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GARAGE COVERAGE FORM - CONTINUED

SECTION VI - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage"
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer.
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any one of these.
- D. "Contract Driver" means:
1. Any person or organization using a covered "auto" within the scope of your permission and while under contract with you to drive a covered "auto" to a location you specify; and
 2. Any person or organization hired by you to provide drivers who, with your permission and while under contract to you, will transport a covered "auto" to a location you specify.
- E. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement; or
 2. Any claim or "suit by or on behalf of a governmental authority demanding

That the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants".

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

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

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GARAGE COVERAGE FORM - CONTINUED

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

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

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

F. "Customer's auto" means a customer's land motor vehicle, "trailer" or semitrailer. It also includes any "customer's auto" while left with you for service, repair, storage or safekeeping. Customers include your "employees" and members of their households who pay for services performed.

G. "Customers' personal property" means personal property left in a "customer's auto" except:

1. Money which includes:

- a. Currency, coins, and bank notes in current use having face value;
- b. Travelers checks, register checks, and money orders held for sale to the public.

2. Securities, which means any negotiable and non-negotiable instruments or contracts representing either money or other property. Securities also includes evidence of debt issued in connection with credit or charge cards.

3. Jewelry; and

4. Fine art.

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

I. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker" or "contract driver".

J. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these location. "Garage operations" includes the ownership, maintenance, or use of the "autos" indicated in

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GARAGE COVERAGE FORM - CONTINUED

SECTION I of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

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

L. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume that tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. An elevator maintenance agreement;
7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or leased, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

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GARAGE COVERAGE FORM - CONTINUED

3. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver; or
 4. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless in the business of transporting property by "auto" over a route or territory that person or organization is authorized to serve by public authority.
 5. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.
- M. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- N. "Loss" means direct and accidental loss or damage. "Loss" for a "customer's auto" also includes any resulting loss of use.
- O. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" shall also include any bacteria, fungus, mold, or yeast.
- P. "Products" includes:
1. The goods or products you made or sold in a garage business; and
 2. The providing of or failure to provide warnings or instructions.
- R. "Property Damage" means damage to or loss of use of tangible property.
- S. "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense".
- to which this insurance applies, are claimed.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

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GARAGE COVERAGE FORM - CONTINUED

- T. "Temporary worker" means a person who is furnished to substitute for a permanent "employee" on lease or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "contract driver".
- U. "Trailer" includes semitrailer.
- V. "Work you performed" includes:
1. Work that someone performed on your behalf; and
 2. The providing of or failure to provide warnings or instructions.

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GARAGE CUSTOMERS AMENDATORY ENDORSEMENT

For a covered "auto" garaged or licensed in, or "garage operations" conducted in Iowa, Kentucky, Maine, Ohio, Pennsylvania, or West Virginia, this endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Paragraph C. LIMIT OF INSURANCE of SECTION II - LIABILITY COVERAGE is amended by the addition of the following to subparagraph 3. LIMIT OF INSURANCE - "GARAGE OPERATIONS" - COVERED "AUTOS":

If your business is shown in the Declarations as an "auto" or recreational vehicle dealership, for your customers, the most we will pay for all damages resulting from an "accident" involving a covered "auto" is that portion of the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos" needed to comply with the minimum financial responsibility limits required by the state in which the "accident" took place.

All other terms and provisions of this policy remain unchanged.

CA 88 16 10 01



OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

I. SECTION II - LIABILITY COVERAGE is changed as follows:

A. Paragraph A. COVERAGE subparagraph 1. "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS" is amended by the addition of the following:

1. We will pay defense costs to your "attorneys" for defending "operations suits" brought against you.
2. We have the right, but not the duty, to investigate and to defend or settle any "operations suit" at our option. If we elect to:
 - a. Settle, we will pay all settlement costs in excess of your deductible.
 - b. Defend you against an "operations suit", settlement will be at your option and except for defense costs subject to this insurance, at your expense.
3. Our payment of the LIMIT OF INSURANCE of this additional insurance ends any obligation we may have to defend you against an "operations suit".
4. Nothing in this policy will serve to impair the client relationship between you and your "attorneys".

B. For this endorsement only, paragraph A. COVERAGE subparagraph 3. WHO IS AN INSURED is replaced with:

3. WHO IS AN INSURED
Only you are an "insured".

C. Paragraph B. EXCLUSIONS is amended by the addition of the following:

This additional insurance does not apply to the cost of defending:

1. Any dishonest, fraudulent, intentional, or criminal act or omission committed by you or at your direction;
2. Allegations which claim damages for "bodily injury", "property damage" or "personal and advertising injury"
3. Allegations to enforce a warranty agreement or mechanical break-down agreement provided or sold by you;
4. Allegations of a duty to withdraw, recall, inspect, repair, replace, adjust, remove, or dispose of your "product" or your "work" because of a known or suspected defeat, deficiency, inadequacy, or dangerous condition in the "product" or "work";

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

5. Any "operations suits" brought as a result of your intentional refusal to negotiate a reasonable settlement prior to the "suit";
6. Allegations arising out of your activities as an insurance agent, broker or solicitor;
7. Any violation of an odometer, disclosure of prior damage, truth-in-lending or truth-in-leasing law; or
8. Allegations which are covered by other valid and collectible insurance.

D. Paragraph C. LIMIT OF INSURANCE is amended as follows:

1. The following is added to paragraph 1. AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

The Aggregate Limit of Insurance - "Operations Suits" shown in the Declarations and these rules fix the most we will pay, regardless of the number of:

- a. "Insureds";
- b. Acts or omissions which result in "operations suits";
- c. "Operations suits" brought; or
- d. Persons or organizations bringing "operations suits";

for the defense of all "operations suits" brought within each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance - Operations Suits.

2. The following is added to paragraph 2. EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS":

The Per "Operations suit" Limit of Insurance is the most we will pay, regardless of the number of:

- a. "Insureds";
- b. Acts or omissions which result in the "operations suit"; or
- c. Persons or organizations bringing the "operations suit";

for defense of an "operations suit".

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

3. The following is added for the coverage provided by this endorsement only:
- a. Following the conclusion of an "operations suit", we will pay all covered reasonable and necessary sums due your "attorneys" within 30 days of receiving their itemized bill. However, the covered defense costs:
 - (1) Must be at prevailing rates usual to the locality for the nature of the work; and
 - (2) Must include your "attorney's" daily record of work done and documentation of expenses.
 - b. If an "operations suit" contains allegations not covered by this additional insurance, we will only pay that portion of your "attorney's" bill pertaining to defense of an "operations suit" to which this insurance applies.

E. DEDUCTIBLE

Our obligation to pay defense costs and other expenses to settle an "operations suit" applies only in excess of the Deductible stated in the Declarations.

II. SECTION V - GARAGE CONDITIONS is changed as follows:

- A. For the purposes of this endorsement only, paragraph A. LOSS CONDITIONS subparagraph 2. DUTIES IN THE EVENT OF ACCIDENT CLAIM SUIT OR LOSS is replaced with the following:
2. DUTIES IN THE EVENT OF OPERATIONS SUIT
- a. In the event of "operations suit", you must give us or our authorized representative prompt notice of the "suit". Include:
 - (1) All legal papers and documents pertaining to the "operations suit";
 - (2) How and when the act or omission causing the "operations suit" took place;
 - (3) The names and addresses of persons involved or witnesses.
 - b. You must also cooperate and assist us:
 - (1) In our investigations;
 - (2) If we elect to defend, in the defense; and

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

- (3) If we decide to enforce contribution, subrogation, or indemnification of payments made by us.
- B. For the purpose of this endorsement only, Paragraph B. GENERAL CONDITIONS subparagraph 5. OTHER INSURANCE is replaced by the following:
5. OTHER INSURANCE
- a. This additional insurance is excess over any other valid and collectible and shall not contribute to it.
 - b. If other valid and collectible insurance does not pay your defense costs, we will pay to the extent this additional insurance would apply in the absence of other insurance. However, we will then be entitled to your rights against the other insurance.
- C. For this endorsement only, paragraph B. GENERAL CONDITIONS subparagraph 7. POLICY PERIOD, COVERAGE TERRITORY is replaced with the following:
7. POLICY PERIOD, COVERAGE TERRITORY
- This insurance applies only to "operations suits" filed against you:
- a. In the United States of America, its territories or possessions, Puerto Rico or Canada; and
 - b. While this insurance is in effect

III. ADDITIONAL DEFINITIONS

As used in this endorsement:

- A. "Attorney" means any person licensed to practice law in any jurisdiction of the United States, its possessions or territories, the District of Columbia or Canada.
- B. "Operations suit" means a civil proceeding, arbitration or mediation brought against you by or on behalf of a customer of yours and arising out of your "products" or "work".
- C. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses:
- 1. False arrest, detention, or imprisonment;
 - 2. Malicious prosecution;
 - 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 5. Oral or written publication of material that violates a person's right of privacy.
 6. Use of another's advertising idea in your advertisement;
 7. Infringement of copyright, title or slogan in your advertisement.
 8. Errors in the description of any product, prize or price committed in a joint advertising venture;
 9. Any alleged breach of contract in a joint advertising venture; or
 10. Discrimination, except employment related discrimination.
- D. "Products" means the goods or products, other than real property, that you make, sell, handle, distribute, rent, or lease to others.
- E. "Work" means installation, service, or repair operations performed by you or by someone else at your request.

All other terms and provisions of this policy remain unchanged

CA 88 50 10 01



FALSE PRETENSE COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. The following is added to SECTION I - COVERED AUTOS:

For "loss" caused by "false pretense", a covered "auto" shall include any "auto" you have acquired and, if coverage symbol 30 is indicated for the Physical Damage Coverage, a "customer's auto" in your possession for service or repair.

B. SECTION IV - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The following is added to paragraph A. COVERAGE:

We will pay for "loss" to a covered "auto" caused by "false pretense".

2. Paragraph B. EXCLUSIONS is amended as follows:

a. Exclusion 3. FALSE PRETENSE is replaced with the following:

"Loss" caused by or resulting from someone causing you to voluntarily part with a covered "auto" by any fraudulent scheme, trick or device, except for "loss" caused by "false pretense".

b. The following exclusion is added:

We will not pay for a "false pretense" "loss":

- (1) After the first installment payment has been made;
- (2) Due solely to an insufficient funds check;
- (3) Due solely to an undisclosed lien;
- (4) Due to incorrect information on a credit application or rental or lease agreement other than false or forged name, social security number or signature;
- (5) As the result of your contractual obligation to become liable in the event of default by the purchaser;
- (6) Due to non-payment for any reason, of any credit you extend;
- (7) Due to bankruptcy.

3. Paragraph C. LIMITS OF INSURANCE is amended by the addition of the following:

The most we will pay for "loss" caused by "false pretense" is the FALSE PRETENSE COVERAGE Per Person Limit shown in the Declarations for all "loss" caused by any one person, group of individuals, or organization within the policy period.

CA 88 56 10 01



FALSE PRETENSE COVERAGE - CONTINUED

4. Paragraph D. DEDUCTIBLE is amended by the addition of the following:

Our obligation to pay for repair or to replace a covered "auto" due to a "false pretense" "loss" will be reduced by the deductible for this coverage indicated in the Declarations. We will also deduct the actual value of any property or cash down payment delivered to you in full or partial payment for title to or possession of a covered "auto". This reduction does not apply to a "loss" arising out of receiving an "auto" from a seller who did not have legal title to the "auto".

- C. SECTION V - GARAGE CONDITIONS is amended as follows:

1. The following is added to Loss Condition 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS of paragraph A. LOSS CONDITIONS:

If there is a "loss" to a covered "auto" due to "false pretense" you must notify the police and agree to file a complaint with the proper authorities (empowered to issue warrants) against the person(s) or organization(s) causing the "loss".

2. The following is added to General Condition 5. OTHER INSURANCE of paragraph B. GENERAL CONDITIONS:

The "false pretense" coverage provided by this endorsement does not apply to "autos" owned or acquired by you and insured through a floor plan or finance source. However, "false pretense" coverage does apply to the value of improvements you have made to the covered "auto" (after you acquire it) which increase its value and exceeds the amount due from such other insurance.

- D. For the coverage provided by this endorsement, SECTION VI - DEFINITIONS is amended by the addition of the following:

"False pretense" means "loss" to a covered "auto" resulting from any of the following:

1. Someone causing you to voluntarily part with possession of or evidence of title to a covered "auto" when induced, at the time of sale, by:
 - a. Receipt of a forged or counterfeit instrument in payment;
 - b. Receipt of a check or other instrument written on an account closed before the instrument is presented for payment;
 - c. A false or forged name, social security number or signature on a credit application or if coverage is provided for leased or rented "autos", a rental or lease agreement;
 - d. Any other criminal scheme, criminal trick or criminal device.You must have had legal title to and possession of the covered "auto" prior to the "loss".
2. Having acquired an "auto" from a seller who did not have legal title.

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FALSE PRETENSE COVERAGE - CONTINUED

3. Confiscation of a covered "auto" you own by a governmental or civil authority, for alleged or actual violations of laws governing the distribution, sale or use of a controlled substance, if the alleged or actual violations were committed by your customer or your "employee" without the knowledge or consent of you, your partners (if you are a partnership), members (if you are a limited liability company), directors or executive officers.
4. If a covered "auto", your voluntarily parting with a "customer's auto" resulting from a fraudulent scheme, trick or device. The "customer's auto" must have been in your possession immediately prior to the "loss".
5. Criminal conversion of a covered "auto" by:
 - a. Any person to whom you furnish a covered "auto" for their regular use; or
 - b. Your customer.

All other terms and provisions of this policy remain unchanged.

CA 88 56 10 01



BROADENED GARAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SECTION I - PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

A. COVERAGE

We will pay all sums the "insured" legally must pay as damages, including punitive damages where insurable by law, because of "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the Coverage Territory and during the Policy Period.

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

1. WHO IS AN INSURED

The following are "insureds":

- a. You and your spouse.
- b. Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses is an "insured" for "personal and advertising injury" resulting from conduct of any other partnership.
- c. Your "employees", executive officers, directors and stockholders but only while acting within the scope of their duties.

2. COVERAGE EXTENSIONS

Supplementary Payments. In addition to the Personal And Advertising Injury Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within the Personal And Advertising Injury Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

- d. All costs taxed against the "insured" in any "suit" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal And Advertising Injury Limit of Insurance.

B. EXCLUSIONS

1. This Insurance does not apply to:

a. "personal and advertising injury":

- (1) For which the "insured" has assumed liability under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
- (2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- (3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
- (4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
- (5) Arising out of any discrimination that includes an act that took place before the effective date of this insurance.
- (6) Arising out of any dishonest, malicious, fraudulent, criminal or intentional act, however, this exclusion does not apply to you if such act was committed by your "employee" (other than a partner, member, director, or executive officer) without your direction or your knowledge.
- (7) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- (8) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- (9) Arising out of the wrong description of the price of goods products or services stated in your "advertisement".
- (10) Committed by an "insured" whose business is advertising, broadcasting, publishing or telecasting.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

(11) To:

(a) A person arising out of any:

- (i) Refusal to employ that person;
- (ii) Termination of that persons employment; or
- (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (i), (ii) or (iii) above are directed.

This exclusion applies:

(a) Whether the "insured" may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repair someone else who must pay damages because of the injury.

b. Any loss, cost or expense arising out of any:

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

2. The following is added to Paragraph B. EXCLUSIONS of SECTION II - LIABILITY COVERAGE:

PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

C. PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE

Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" (if applicable) and regardless of the number of "insureds", claims made, or "suits" brought or persons or organizations making claim or bringing "suits", the most we will pay for the sum of all damages because of all "personal and advertising

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

injury" sustained by any one person or organization is the Personal And Advertising Injury Limit of Insurance shown in the Declarations.

The Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal and advertising injury".

D. ADDITIONAL DEFINITIONS

As used in this coverage:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

"Mental injury" means humiliation, shock, fright, hurt, or damage as it related to an individual's emotional and intellectual well-being.

"Personal and advertising injury" means "mental anguish" or "mental injury", including consequential "bodily injury" arising out of one or more of the following offenses:

1. False arrest, detention, or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
5. Oral or written publications of material that violates a person's right of privacy;
6. Use of another's advertising idea in your "advertisement";
7. Infringement of copyright, title or slogan in your "advertisement".
8. Errors in the description of any product, prize or price committed in a joint advertising venture;
9. Any alleged breach of contract in a joint advertising venture; or
10. Discrimination, except employment related discrimination.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION II - HOST LIQUOR LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following:

We will also pay all sums the "insured" legally must pay as damages because of "bodily injury" or "property damage" arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

SECTION III - FIRE LEGAL LIABILITY COVERAGE

LIABILITY COVERAGE for "garage operations" is changed as follows:

- A. The insurance applies to "property damage" caused by fire to premises while rented to you or temporarily occupied by you with the permission of the owner.
- B. Exclusions 3 through 17 do not apply to the insurance provided by SECTION III of this endorsement.
- C. Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than "Autos" (if applicable), the most we will pay for all "property damage" resulting from any one fire is \$50,000 unless another limit is shown in the Schedule for this endorsement.
- D. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

SECTION IV - INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to any "insured" in the business or occupation of providing any of the services listed under the following definition:

As used in this coverage:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

"Bodily injury" also includes injury resulting from:

1. Providing or failing to provide any medical or related professional services;
2. Furnishing food or drink connected with any medical or other professional services; or
3. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION V - NON-OWNED WATERCRAFT COVERAGE

LIABILITY COVERAGE is changed as follows:

- A. Exclusion 11., WATERCRAFT OR AIRCRAFT is replaced by the following:

This insurance does not apply to:

- a. Any aircraft; or
- b. Any watercraft except a watercraft under 50 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations".

- B. If there is other applicable insurance covering damages payable under NON-OWNED WATERCRAFT COVERAGE, we will not make any payments under this coverage.

SECTION VI - ADDITIONAL PERSONS INSURED

LIABILITY COVERAGE is changed by adding the following to the WHO IS AN INSURED:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

SECTION VII - AUTOMATIC LIABILITY COVERAGE - NEWLY ACQUIRED GARAGE BUSINESS (90 days)

As used in this coverage:

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

"Insured" also includes as named "insured" any garage business that is acquired or formed by you or over which you maintain ownership or majority interest. However, "insured" does not include any garage business:

1. That is a joint venture;
2. That is an "insured" under any other similar liability or indemnity policy;
3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
4. 90 days or more after its acquisition or formation by you.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION VIII - LIMITED WORLDWIDE LIABILITY COVERAGE

- A. The POLICY PERIOD, COVERAGE TERRITORY Garage Condition is changed by adding the following:

We also cover "bodily injury", "property damage" or "personal and advertising injury" that:

1. Occurs during the policy period shown in the Declarations; and
2. Is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside one of those places.

The original "suit" for damages resulting from such "bodily injury", "property damage" or "personal and advertising injury" must be brought within the coverage territory.

- B. We will not provide LIMITED WORLDWIDE LIABILITY COVERAGE for any "work you performed".

All other terms and provisions of this policy remain unchanged.

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LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

- D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

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COMMERCIAL AUTO

POLICY NUMBER 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

EFFECTIVE DATE
12-31-01

EMPLOYMENT PRACTICES ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GARAGE COVERAGE FORM

SCHEDULE

LIMITS OF LIABILITY \$ /EACH ACT; \$ /ANNUAL AGGREGATE
DEDUCTIBLE %

(IF NO ENTRY APPEARS ABOVE, INFORMATION REQUIRED TO COMPLETE THIS
ENDORSEMENT WILL BE SHOWN IN THE DECLARATIONS AS APPLICABLE TO
THIS ENDORSEMENT.)

THE POLICY IS AMENDED BY THE ADDITION OF THE FOLLOWING:

A. COVERAGE

1. WE WILL PAY ALL SUMS AN "INSURED" LEGALLY MUST PAY AS DAMAGES, INCLUDING PUNITIVE DAMAGES WHERE INSURABLE BY LAW, BECAUSE OF "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY" TO WHICH THIS INSURANCE APPLIES. THIS INSURANCE APPLIES TO "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY" ONLY IF IT IS CAUSED BY AN "ACT" OF "DISCRIMINATION", "WRONGFUL TERMINATION", OR "HARASSMENT" THAT RESULTS FROM YOUR EMPLOYMENT PRACTICES.
2. WE HAVE THE RIGHT AND DUTY TO DEFEND ANY "INSURED" AGAINST ANY "SUIT" ASKING FOR THESE DAMAGES. HOWEVER, WE HAVE NO DUTY TO DEFEND ANY "INSURED" AGAINST A "SUIT" SEEKING DAMAGES FOR AN "ACT" TO WHICH THIS ADDITIONAL INSURANCE DOES NOT APPLY. WE MAY INVESTIGATE AND SETTLE ANY CLAIM OR "SUIT" AS WE CONSIDER APPROPRIATE. OUR DUTY TO DEFEND OR SETTLE ENDS WHEN THE APPLICABLE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY THE PAYMENT OF JUDGMENTS OR SETTLEMENTS.
3. WHO IS AN INSURED
FOR THE PURPOSES OF THIS ENDORSEMENT ONLY, THE FOLLOWING ARE INSUREDS;
 - A. YOU, THE NAMED INSURED;
 - B. IF YOU ARE AN INDIVIDUAL, YOUR SPOUSE IS ALSO AN "INSURED";
 - C. IF YOU ARE A PARTNERSHIP, YOUR PARTNERS AND THEIR SPOUSES ARE "INSUREDS", BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS;

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COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

- D. IF YOU ARE A LIMITED LIABILITY COMPANY, YOUR MEMBERS ARE "INSURED" BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS;
- E. YOUR DIRECTORS AND STOCKHOLDERS, BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS; AND
- F. YOUR EXECUTIVE OFFICERS AND OTHER "EMPLOYEES" BUT ONLY WHILE ACTING WITHIN THE COURSE AND SCOPE OF THEIR EMPLOYMENT.

EXCEPT WITH RESPECT TO THE LIMITS OF LIABILITY, THE ADDITIONAL INSURANCE PROVIDED BY THIS ENDORSEMENT APPLIES SEPARATELY TO EACH "INSURED".

B. EXCLUSIONS

THE ADDITIONAL INSURANCE PROVIDED BY THIS ENDORSEMENT DOES NOT APPLY TO:

- 1. ANY DISHONEST, MALICIOUS, FRAUDULENT, CRIMINAL OR INTENTIONAL "ACT"; HOWEVER, THIS EXCLUSION DOES NOT APPLY TO YOU IF SUCH "ACT" WAS COMMITTED BY YOUR "EMPLOYEE" (OTHER THAN A PARTNER, DIRECTOR, OR EXECUTIVE OFFICER) WITHOUT YOUR DIRECTION OR YOUR KNOWLEDGE;
- 2. ANY LIABILITY OF OTHERS ASSUMED BY ANY "INSURED" UNDER A CONTRACT OR FORMAL AGREEMENT.
- 3. ANY "ACT", THAT INCLUDES AN "ACT" WHICH TOOK PLACE BEFORE THE EFFECTIVE DATE OF THIS INSURANCE.
- 4. "DISCRIMINATION" OR "HARASSMENT" AGAINST ANY PERSON IN CONNECTION WITH THE ADMINISTRATION OF YOUR EMPLOYEE BENEFITS PROGRAM.
- 5. EXPENDITURES TO MODIFY, REPAIR OR REPLACE ANY WORKPLACE OR FACILITIES TO ACCOMMODATE THE PHYSICAL OR EMOTIONAL DISABILITIES OF ANY "EMPLOYEE" OR PROSPECTIVE "EMPLOYEE".
- 6. LIABILITY ARISING OUT OF ANY STRIKES, LOCKOUTS, DOWNSIZING ACTIONS OR FACILITY CLOSINGS.
- 7. FINES, PENALTIES, ASSESSMENTS OR DUTIES IMPOSED BY, STATE OR FEDERAL LAWS INCLUDING, BUT NOT LIMITED TO, THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974, THE FAIR LABOR STANDARDS ACT, THE NATIONAL LABOR RELATIONS ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE AMERICANS WITH DISABILITIES ACT, COBRA, ERISA, WORKERS' COMPENSATION ACT, OR ANY SIMILAR LAWS.

C. LIMITS OF LIABILITY

THE MOST WE WILL PAY UNDER THIS ADDITIONAL INSURANCE FOR ALL DAMAGES RESULTING FROM:

- 1. ANY ONE "ACT" IS THE EACH ACT LIMIT OF LIABILITY SHOWN IN THE SCHEDULE; AND
- 2. ALL "ACTS" COMMITTED DURING THE POLICY PERIOD IS THE ANNUAL AGGREGATE LIMIT OF LIABILITY SHOWN IN THE SCHEDULE.

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COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

D. CLAIM DEDUCTIBLE

1. OUR OBLIGATION TO PAY DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS WILL BE REDUCED BY A DEDUCTIBLE EQUAL TO THE DEDUCTIBLE PERCENTAGE SHOWN IN THE SCHEDULE, FOR EACH "SUIT" OR CLAIM FILED AGAINST YOU, MULTIPLIED BY THE TOTAL OF ALL DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS.
2. THE MOST WE WILL DEDUCT FOR ALL DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS FOR EACH CLAIM OR "SUIT" IS THE DEDUCTIBLE PERCENTAGE MULTIPLIED BY THE EACH ACT LIMIT OF LIABILITY SHOWN IN THE SCHEDULE.
3. THE TERMS OF THIS INSURANCE, INCLUDING THOSE WITH RESPECT TO:
 - A. OUR RIGHT AND DUTY TO DEFEND THE INSURED AGAINST ANY "SUIT" SEEKING THOSE DAMAGES; AND
 - B. YOUR DUTIES IN THE EVENT OF A CLAIM OR "SUIT"APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE.
4. WE MAY PAY ANY PART OR ALL OF THE DEDUCTIBLE AMOUNT TO EFFECT SETTLEMENT OF ANY CLAIM OR "SUIT" AND, UPON NOTIFICATION OF THE ACTION TAKEN, YOU SHALL PROMPTLY REIMBURSE US FOR THE PART OF THE DEDUCTIBLE AMOUNT THAT HAS BEEN PAID BY US.

E. POLICY PERIOD, COVERAGE TERRITORY

THIS ENDORSEMENT APPLIES TO "ACTS" OCCURRING WHILE THIS ADDITIONAL INSURANCE IS IN EFFECT AND ONLY IN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, PUERTO RICO OR CANADA.

F. DEFINITIONS

1. THE FOLLOWING DEFINITION REPLACES THE DEFINITION IN THE GARAGE COVERAGE FORM AND APPLIES ONLY TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT.

"SUIT" MEANS A CIVIL PROCEEDING IN WHICH DAMAGES BECAUSE OF "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY", TO WHICH THIS INSURANCE APPLIES, ARE ALLEGED. A "SUIT" WILL INCLUDE AN ARBITRATION PROCEEDING, AN ADMINISTRATIVE PROCEEDING BY A FEDERAL, STATE, OR LOCAL GOVERNMENTAL ENTITY, OR OTHER ALTERNATIVE DISPUTE RESOLUTION PROCEEDING IN WHICH COVERED DAMAGES ARE CLAIMED AND TO WHICH THE "INSURED" MUST SUBMIT OR DOES SUBMIT WITH OUR CONSENT.
2. THE FOLLOWING DEFINITIONS APPLY IN ADDITION TO THE DEFINITIONS INCLUDED IN THE GARAGE COVERAGE FORM AND APPLY TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT ONLY.

"ACT" MEANS ALL CONDUCT, INCLUDING CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL HARMFUL CONDUCT, BY AN INDIVIDUAL OR GROUP OF INDIVIDUALS, WHETHER DIRECTED AT AN INDIVIDUAL OR GROUP OF INDIVIDUALS.

GA 000100 05 00

COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

"DISCRIMINATION" IS TO DISTINGUISH BY DISCERNING OR EXPOSING DIFFERENCES BASED ON SEX, AGE, RACE, RELIGION, NATIONAL ORIGIN, OR PHYSICAL CAPABILITIES.

"HARASSMENT" IS UNWELCOME ADVANCES, WHETHER VERBAL OR PHYSICAL, REQUESTS FOR SEXUAL FAVORS, AND OTHER VERBAL OR PHYSICAL CONDUCT WHEN:

- A. SUBMISSION TO SUCH CONDUCT BY AN INDIVIDUAL IS MADE EXPLICITLY OR IMPLICITLY A TERM OR CONDITION OF EMPLOYMENT.
- B. SUBMISSION TO, OR REJECTION OF SUCH CONDUCT BY AN "EMPLOYEE" IS USED AS THE BASIS FOR AN EMPLOYMENT DECISION.
- C. AND SUCH CONDUCT HAS THE PURPOSE OR AFFECT TO INTERFERE WITH AN "EMPLOYEES" WORK PERFORMANCE, OR CREATES A HOSTILE OR INTIMIDATING ENVIRONMENT.

"MENTAL ANGUISH" IS EXTREME PAIN OR DISTRESS INFLICTED UPON AN "EMPLOYEE'S" EMOTIONAL AND INTELLECTUAL CONDITION WITH REGARDS TO THE "EMPLOYEE'S" RESPONSE TO THE ENVIRONMENT.

"MENTAL INJURY" IS HUMILIATION, SHOCK, FRIGHT, HURT, OR DAMAGE, AS IT RELATES TO AN "EMPLOYEE'S" EMOTIONAL AND INTELLECTUAL WELL-BEING.

"WRONGFUL TERMINATION" IS TERMINATION OF AN EMPLOYMENT RELATIONSHIP IN A MANNER WHICH IS AGAINST THE LAW, OR IN BREACH OF AN IMPLIED AGREEMENT TO CONTINUE EMPLOYMENT. WRONGFUL TERMINATION DOES NOT INCLUDE DAMAGES LEGALLY OWED UNDER AN EXPRESS CONTRACT OF EMPLOYMENT OR AN EXPRESS OBLIGATION TO MAKE PAYMENTS IN THE EVENT OF THE TERMINATION OF EMPLOYMENT.

ALL OTHER TERMS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

GA 000100 05 00



AUTOMOBILE DEALERS ECONOMIC LOSS COVERAGE - NEW VEHICLES

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The policy is amended by the addition of the following:
SECTION IV - PHYSICAL DAMAGE COVERAGE

A. COVERAGE, is modified to include the following:

ECONOMIC LOSS.

We will pay for "economic loss" caused by collision or overturn including collision or overturn as a result of theft, provided the cost to repair the "auto" exceeds 10% of the "actual dealer cost".

We will only pay for "economic loss" under this endorsement if the "auto":

1. Is a private passenger vehicle or truck type of 10,000 GVW or less;
2. Has not been previously titled and registered;
3. Has an odometer reading of less than 6,000 miles; and
4. Has been repaired for the collision damage which resulted in "economic loss".

B. LIMITS OF INSURANCE

The most we will pay for "economic loss" to a covered "auto" is 10% of the "actual dealer cost" or the limit listed in the Declarations, whichever is less.

C. ADDITIONAL DEFINITIONS

SECTION VI - DEFINITIONS is modified, for this endorsement only, by the addition of the following:

"Actual Dealer Cost" is the amount of the dealer invoice plus any dealer installed (including subcontractor installed) accessories and enhancements, exclusive of profit, factory holdback, advertising and overhead expense.

"Actual Retail Price" is the final retail price of the vehicle excluding taxes, title, registration, and tags.

"Economic Loss" means the difference between the "actual dealer cost" and the "actual retail price" of a repaired "auto" when the "actual retail price" is less than the "actual dealer cost".

All other terms and provisions of the policy remain unchanged.

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. LEASING CONCERNS CONTINGENT LIABILITY COVERAGE - If coverage is indicated in the Declarations, the following modifications apply:

1. SECTION II - LIABILITY COVERAGE and any required No-fault and Uninsured Motorist Insurance is amended, for this endorsement only, by the addition of the following:
 - a. Coverage is provided by this endorsement on a contingent basis, for a covered "auto" which is a "leased auto" subject to the following conditions:
 - (1) The "lessee" has furnished you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured on the "lessee's" policy as required by the "leasing agreement";
 - (2) At the time of an "accident" the insurance required by the "leasing agreement" is not collectible; and
 - (3) You have met all of the Loss Conditions in the "lessee's" insurance policy and have made an attempt to recover damages for "loss" from the "lessee's" coverage. A letter declining coverage under the "lessee's" policy will validate your efforts.
 - b. If you have been notified of the "lessee's" policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:
 - (1) The date you regain custody of the "leased auto", or
 - (2) 30 days after the effective date of cancellation of the "lessee's" policy.
 - c. For you, your "employees", or agents, the limit of our liability, for the insurance provided by this endorsement, is the limit of liability shown in the Declarations as applicable to this coverage.
 - d. For the "lessee", any "employee" or agent of the "lessee" or any person, except you or your "employees" or agents, operating the "leased auto" with the permission of any of these, limit of our liability for the insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law in the state where the accident occurs.
2. SECTION II - LIABILITY COVERAGE, Paragraph B. EXCLUSION 7. does not apply to a "leased auto" to which this endorsement applies.

GA 000800 05 00

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE - CONTINUED

B. LEASING CONCERNS CONTINGENT PHYSICAL DAMAGE - If coverage is indicated in the Declarations, the following modifications apply:

1. SECTION IV - PHYSICAL DAMAGE COVERAGE, Paragraph A. COVERAGE, is amended, for this endorsement only, by the addition of the following:

- a. Coverage is provided by this endorsement on a contingent basis, for a covered "auto" which is a "leased auto" subject to the following conditions:
 - (1) The "lessee" furnishes you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured or loss Payee on the "lessee's" policy as required by the "leasing agreement";
 - (2) At the time of an "accident" the insurance required by the "leasing agreement" is not collectible; and
 - (3) You have met all of the Loss Conditions in the "lessee's" insurance policy and have made an attempt to recover damages for "loss" from the "lessee's" coverage. A letter declining coverage under the "lessee's" policy will validate your efforts.
- b. If you have been notified of the "lessee's" policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:
 - (1) The date you regain custody of the "leased auto", or
 - (2) 30 days after the effective date of cancellation of the "lessee's" policy.

2. SECTION IV - PHYSICAL DAMAGE COVERAGE, Paragraph B. EXCLUSION, Subparagraph 2.a. does not apply to a "leased auto" to which this endorsement applies.

C. GARAGE CONDITIONS AND DEFINITIONS MODIFIED BY THIS ENDORSEMENT

1. SECTION V - GARAGE CONDITIONS is modified, for this entire endorsement, by the addition of the following:

- a. Paragraph B., GENERAL CONDITIONS, is modified by the addition of the following:
 - (1) 5. OTHER INSURANCE is replaced with the following, for this endorsement only: The insurance provided by this endorsement is excess over any other collectible insurance whether primary, excess, or contingent, unless such insurance is specifically written to apply in excess of this policy.

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE - CONTINUED

(2) 6. PREMIUM AUDIT is amended by the addition of the following:

- c. We may examine and audit your records during the policy period and within one year after the termination of this insurance to the extent that they relate to the premium basis for this coverage.

2. SECTION VI - DEFINITIONS is modified, for this entire endorsement only, by the addition of the following:

- a. "Leased auto" means an "auto" you lease to a "lessee" under a "lease agreement".
- b. "Lessee" means a person or organization who leases an "auto" from you under a "lease agreement".
- c. "Lease agreement" means a written agreement between you and a "lessee" which:
 - (1) Provides for the exclusive use of a "leased auto" by the "lessee" for a period of not less than six consecutive months; and
 - (2) Requires the "lessee" to provide:
 - (a) Physical damage insurance on the "leased auto" if we are providing Contingent Physical Damage Coverage.
 - (b) Liability insurance on the "leased auto" if we are providing Contingent Liability Coverage.

All other terms and provisions of the policy remain unchanged.

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BROAD FORM COMPLETED OPERATIONS

This endorsement modifies insurance provided under the:
GARAGE COVERAGE FORM

I. SECTION II - LIABILITY COVERAGE is amended as follows:

B. EXCLUSIONS is amended by replacing the subparagraph titled WORK YOU PERFORMED with the following:

This insurance does not apply to any of the following:

WORK YOU PERFORMED

"Property damage" to "work you performed", but solely as respects "property damage" to:

- a. the faulty work out of which the "loss" arises; or
- b. the defective parts, material, or equipment used in connection with the work and out of which the "loss" arises.

All other terms and provisions of the policy remain unchanged.

GA 000900 (0493)



EXCLUSION OF AUTOS LOANED TO SCHOOLS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A. SECTION II - LIABILITY COVERAGE is changed by adding the following to B. EXCLUSIONS:

This insurance does not apply to:

Any "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program. However, if liability insurance obtained by the school is not available:

1. This exclusion shall not apply to you; and
2. If required by law, this insurance will provide minimum financial responsibility limits on such "auto" for the school and persons authorized to operate such "auto".

- B. SECTION IV-PHYSICAL DAMAGE COVERAGE is changed by adding the following to B. EXCLUSIONS:

This insurance does not apply to:

Any "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program.

- C. The AUTO MEDICAL PAYMENTS COVERAGE endorsement is changed by adding the following to C. EXCLUSIONS:

This insurance does not apply to:

"Bodily injury" to anyone while occupying or using an "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program. However, this exclusion shall not apply to you.

All other terms and provisions of the policy remain unchanged.

CA 88 03 05 00

COMMERCIAL AUTO

POLICY NUMBER 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

EFFECTIVE DATE
12-31-01

ALL TERRAIN VEHICLES LIMITATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GARAGE COVERAGE FORM

THIS POLICY, INCLUDING ANY MEDICAL PAYMENTS OR REQUIRED NO-FAULT COVERAGES MADE A PART OF IT, EXCLUDES AND DOES NOT APPLY TO:

ANY "LOSS" ARISING OUT OF:

1. THE LEASE OR RENTAL OF ANY "ALL TERRAIN VEHICLE";
2. CUSTOMER DEMONSTRATION OF ANY "ALL TERRAIN VEHICLE" WHICH THE INSURED OWNS AND ALLOWS CUSTOMERS TO OPERATE AWAY FROM AN INSURED LOCATION AS DESCRIBED IN THE DECLARATIONS.

THE FOLLOWING DEFINITION IS ADDED FOR THIS ENDORSEMENT ONLY:

"ALL TERRAIN VEHICLE" MEANS MOTOR VEHICLES DESIGNED PRINCIPALLY FOR RECREATIONAL USE OFF PUBLIC ROADS, WHETHER OR NOT SUBJECT TO MOTOR VEHICLE REGISTRATION INCLUDING, BUT NOT LIMITED TO, SNOWMOBILES AND MINIBIKES.

ACKNOWLEDGEMENT	DATE
INSURANCE REPRESENTATIVE	
INSURED	
TITLE	

ALL OTHER CONDITIONS, TERMS, PROVISIONS, AND DEFINITIONS REMAIN THE SAME AND DO APPLY.

CA 88 07 05 00



DEALERS DRIVEAWAY COLLISION COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

PHYSICAL DAMAGE COVERAGE is changed as follows:

The exclusion relating to collision "loss" to covered "autos" driven or transported more than fifty road miles from point of purchase or distribution to their destination does not apply.

CA 88 08 05 00



AMENDMENT - DEDUCTIBLE FOR COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Under SECTION II - LIABILITY COVERAGE, paragraph D. DEDUCTIBLE is replaced by the following:

We will deduct \$500 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

CA 88 09 05 00



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK
DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY
UMBRELLA LIABILITY COVERAGE PART

1. The insurance does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage:"
- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form - CONTINUED

- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property threat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material" "Special nuclear material" or "by-product material";

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

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

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

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if any any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form - CONTINUED

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

"Property damage" includes all forms of radioactive contamination of property.

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PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS

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

3. CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

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

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to



PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL - CONTINUED

insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

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

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
 - 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
 - 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B. The following are added and supersede any provisions to the contrary:
- 1. NONRENEWAL
- If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

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PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL - CONTINUED

2. INCREASE OF PREMIUM

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

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PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

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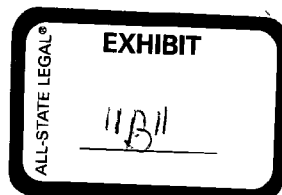
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

LYNN A. SHARP,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
CANDACE A. EAZOR, Administrator	:	
of the Estate of Richard A. Eazor,	:	
Defendant	:	

COMPLAINT

AND NOW, comes Plaintiff, Lynn A. Sharp, by and through her attorneys, The Hopkins Law Firm, and files the within Complaint against Candace A. Eazor, Administrator of the Estate of Richard A. Eazor and in support thereof says as follows:

1. Lynn A. Sharp is an adult individual maintaining a principal residence at 416 Maple Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, Candace A. Eazor, is an adult individual who resides at 508 North Court, DuBois, Pennsylvania 15801. Candace A. Eazor was appointed as Administrator of the Estate of Richard A. Eazor by the Register of Wills of Jefferson County, Pennsylvania by document dated October 17, 2002.
3. On October 6, 2002, Richard A. Eazor was driving an automobile owned by Plaintiff in or about the Siegel area.
4. Plaintiff was a passenger sitting in the front passenger seat on the right hand side of the motor vehicle operated by Richard A. Eazor.



5. Without cause nor reason from the Plaintiff, Richard A. Eazor drove the motor vehicle in a negligent, careless and reckless manner so as to cause same to leave the roadway striking a tree.

6. The negligence, carelessness and recklessness of Richard A. Eazor, consisted of one or more of the following acts:

- a. Operating the motor vehicle while intoxicated;
- b. Operating the motor vehicle at a rate of speed far in excess of the posted speed limit and in excess of the fair, safe and reasonable speed for the roadway where the collision occurred;
- c. Failing to operate the motor vehicle on the right side of the roadway;
- d. Operating the motor vehicle without due regard to the rights, safety and well being and position of Plaintiff under the circumstances;
- e. Operating the motor vehicle without regard to the current weather and road conditions;
- f. Operating the motor vehicle at such a speed so as to not be able to stop within his assured cleared distance;
- g. Failing to maintain the motor vehicle on the roadway;
- h. Operating motor vehicle without a valid drivers license;
- i. Such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery.

7. As a direct, proximate, natural, foreseeable and probable consequence of Richard A. Eazor's negligence, carelessness and reckless conduct, Plaintiff suffered

severe personal injuries, including, but not limited to, head injuries, collapsed lung, bleeding spleen, right leg injuries and left foot injuries.

8. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered, and will suffer in the future, great pain, agony and inconvenience.

9. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff may lose wages in the future and will suffer a reduction in her earning power.

10. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has incurred, and will in the future incur, expenses for medical treatment and physical therapy in an amount not yet ascertained.

11. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered loss in the quality of her life.

12. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered serious injuries within the meaning of Commonwealth of Pennsylvania statutes.

13. Defendant is liable for Plaintiff's injuries described herein, inasmuch as Plaintiff's injuries are the direct, proximate, natural, foreseeable and probable consequences of Richard Eazor's negligence, carelessness and reckless conduct.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages in an amount exceeding \$20,000.00, costs of suit, interest and such further relief as the Court may deem just and equitable.

COUNT II

14. Plaintiff repeats all of the allegations set forth in Count I as if set forth at length herein.

15. The actions of Richard A. Eazor, operating a motor vehicle while intoxicated with a blood alcohol content in excess of the legal limit as defined by the statutes of the Commonwealth of Pennsylvania and at a time Defendant was prohibited from consuming any alcohol under the terms of probation as a result of Richard A. Eazor having been convicted of driving under the influence of alcohol.

16. The actions of Richard A. Eazor constitutes deliberate intentional or grossly negligent act and as a result thereof, Plaintiff has suffered damages as set forth in Count I.

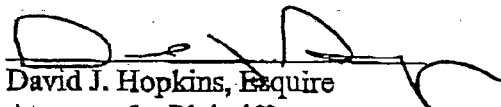
WHEREFORE, Plaintiff demands judgment against Defendant, Candace A. Eazor, Administrator of the Estate of Richard A. Eazor, for the following:

- a. Compensatory damages in excess of \$20,000.00;
- b. Punitive damages;
- c. Cost of suit;
- d. Such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by twelve jurors on all issues presented herein.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

FILED
JAN 21 2003
TONYAG...
PRO. & CLERK...

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Plaintiff

NO. 48 2003-CD

vs.

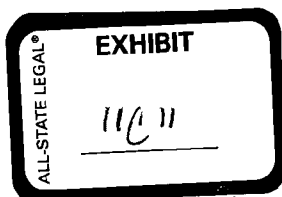
LYNN A. SHARP,
Defendant

COMPLAINT

AND NOW, comes CANDACE A. EAZOR, Administratrix of the Estate of her brother, RICHARD A. EAZOR, by and through her Attorneys, FERRARO & YOUNG, and files the within Complaint against LYNN A. SHARP and sets forth the following concise facts:

1. CANDACE A. EAZOR is an adult individual who resides at 508 North Court, DuBois, PA (15801), and has been duly appointed as the Administratrix of the Estate of her brother, RICHARD A. EAZOR, by the Register of Wills of Jefferson County, PA, on October 17, 2002.
2. LYNN A. SHARP is an adult individual whose current address is 416 Maple Avenue, DuBois, Clearfield County, PA (15801).
3. At all times material to the within Complaint, the said RICHARD A. EAZOR and LYNN A. SHARP were living together at the residence of RICHARD A. EAZOR at Game School Road, RR #1, Polk Township, Jefferson County, PA
4. At all times material hereto, the Defendant, LYNN A. SHARP, had declared her residence as being that of RICHARD A. EAZOR in Polk Township, Jefferson County, Pennsylvania, and had enrolled her daughter, Renee, in the Brockway Area School District, and declared that address as her residence.

A TRUE COPY
NOTED



COUNT I – WRONGFUL DEATH/SURVIVAL ACTION

5. Paragraphs 1 through 4 above are hereby incorporated in this Count by reference thereto.

6. On or about October 6, 2002, LYNN A. SHARP was driving her automobile in or about the Sigel area in Jefferson County, PA.

7. The said RICHARD A. EAZOR was a passenger sitting in the front passenger seat on the right hand side of the motor vehicle which was being operated by LYNN A. SHARP at all times material hereto

8. Without cause or reason from the Plaintiff, the said Defendant, LYNN A. SHARP, drove the motor vehicle in a negligent, careless and reckless manner so as to cause the same to leave the highway and strike a tree.

9. The negligence, carelessness and recklessness of LYNN A. SHARP consisted of one or more of the following acts:

- (a) Operating the motor vehicle while intoxicated;
- (b) Operating the motor vehicle at a rate of speed far in excess of the posted speed limit and in excess of the fair, safe and reasonable speed for the roadway where the collision occurred;
- (c) Failing to operate the motor vehicle on the right side of the roadway;
- (d) Operating the motor vehicle without due regard to the rights, safety and well-being and position of Plaintiff under the circumstances;
- (e) Operating the motor vehicle without regard to the current weather and road conditions;
- (f) Operating the motor vehicle at such a speed so as to not be able to stop within her assured cleared distance;
- (g) Failing to maintain the motor vehicle on the roadway; and
- (h) Such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery.

10. As a direct, proximate, natural, foreseeable and probable consequence of LYNN A. SHARP's negligence, carelessness and reckless conduct, the said RICHARD A. EAZOR suffered severe and fatal personal injuries, resulting in his death prior to arriving

at the DuBois Regional Medical Center, which included blunt force to the head, blunt force to the face, fracture or dislocation of the face, blunt force to the chest, fracture or dislocation of the chest and soft, closed wound to the chest, all of which resulted in cardiac arrest, which is the direct and proximate result of the injuries sustained and the negligence of the Defendant.

11. As the direct and proximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR suffered great pain, agony and inconvenience from the time of the collision until his death, a short time later in Jefferson County, PA.

12. As a direct and approximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR has lost wages in the future and terminated any earning power.

13. As a direct and proximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR suffered the loss of his life.

14. Defendant, LYNN A. SHARP, is liable for the wrongful death and survival action for the loss of his life, said action by his family, heirs and his Estate, whose injuries, losses and death are the direct, proximate, natural, foreseeable and probable consequences of LYNN A. SHARP's negligence, carelessness and reckless conduct.

WHEREFORE, CANDACE A. EAZOR, Administratrix for the Estate of RICHARD A. EAZOR respectfully demands judgment against the Defendant for compensatory damages in an amount exceeding \$20,000.00, costs of suit, interest and such further relief as the Court may deem just and equitable.

COUNT II – GROSS NEGLIGENCE

15. Paragraph 1 through 14 above are hereby incorporated in this Count by reference thereto.

16. The actions of LYNN A. SHARP, IN operating a motor vehicle while under the influence of blood alcohol content in excess of the legal limit as defined by the statutes of the Commonwealth of Pennsylvania, and at a time when Defendant was driving under the influence of alcohol constitutes gross negligence.

17. The actions of LYNN A. SHARP constitute deliberate, intentional or grossly negligent acts and as a result thereof, RICHARD A. EAZOR suffered the loss of his life as set forth in Count I.

WHEREFORE, Plaintiff demands judgment against the Defendant, LYNN A. SHARP, for the following:

- (a) Compensatory damages in excess of \$20,000.00;
- (b) Punitive damages;
- (c) Costs of suit;
- (d) Such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all the issues presented herein.

Respectfully submitted,

BY: _____

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

LYNN A. SHARP,

Plaintiff

vs.

No. 02-1890-C.D.

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Defendant

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY PENNSYLVANIA
(CIVIL DIVISION)

FILED

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Plaintiff

NOV 19 2004

vs.

No. 48 C.D. 2003 TONYA S. GEIST
PRO. & CLERK of COURTS

LYNN A. SHARP,

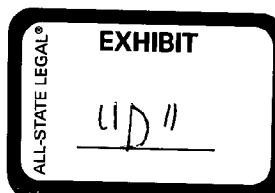
Defendant

CONSENT ORDER

AND NOW, this 26th day of May, 2004, upon consent of the parties, it is
hereby ORDERED and ADJUDGED as follows:

1. The Petition to Coordinate Actions Pursuant to Pa.R.C.P. §213.1 filed by
Lynn A. Sharp is hereby granted;
2. Court of Common Pleas of Clearfield County case of Lynn A. Sharp vs.
Candace A. Eazor, Administratrix of the Estate of Richard A. Eazor filed to Docket No.
2002-1890 C.D. and Court of Common Pleas of Jefferson County case of Candace A.
Eazor, Administratrix of the Estate of Richard A. Eazor vs. Lynn A. Sharp filed to

ENTERED



Docket No. 48-C.D. 2003 shall be coordinated in the Court of Common Pleas of Clearfield County;

3. All discovery and pre-trial matters in the coordinated cases shall be filed in Clearfield County using the caption of this Order;

4. The trial of the coordinated cases shall be heard in Clearfield County; and

5. All proceedings in the Court of Common Pleas of Jefferson County shall be stayed.

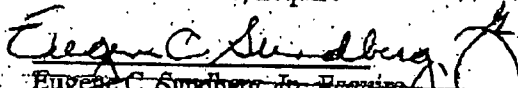
BY THE COURT,

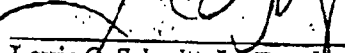
/s/ Paul E. Cherry

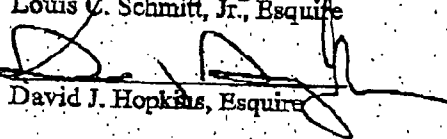
JUDGE

I hereby consent to the form and entry of the within Order.


Edward Ferraro, Esquire


Eugene C. Sundberg, Jr., Esquire


Louis C. Schmitt, Jr., Esquire


David J. Hopkins, Esquire

WILLIAM WEILER, JR., ESQUIRE

20399 ROUTE 19 NORTH, SUITE 205
CRANBERRY TOWNSHIP, PA 16066
724/776-3795 FAX: 724/742-9066
e-mail: wweilerlaw@zoominternet.net

December 3, 2004

VIA FAX AND U. S. MAIL: 888/533-7827

Sentry Insurance
Customer Service Department
1800 North Point Drive
Stevens Point, WI 54481

RE: Dick Eazor Chevrolet-Pontiac
Policy No. 49-71684-14

Dear Sirs:

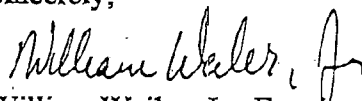
I represent Dick Eazor Chevrolet-Pontiac and the Estate of Richard Eazor. Richard Eazor died in an automobile accident, which occurred on October 6, 2002. He was a passenger in a 1989 Chevrolet Corsica owned by the driver, Lynn A. Sharp, which struck a tree at approximately 4:00 a.m. on that date. The vehicle was not owned by Dick Eazor Chevrolet-Pontiac or Richard Eazor in any manner. Ms. Sharp's automobile policy had a \$15,000.00/\$30,000.00 limitation for first party benefits.

We are hereby making a claim for underinsured motorist coverage under the provisions of the above-referenced policy. I will forward you a complete demand letter, which includes our expert medical report, and our expert economic loss report, a copy of the driver/owner's declarations page, and all other supporting documents, in the near future.

I am also writing to request that you forward to me a copy of the loss run for each applicable policy period arising during the period of January 1, 2000 through December 1, 2004. Please forward the loss runs to my attention at your earliest convenience.

Thank you for your time and consideration in this matter. If you have any questions or comments, please do not hesitate to call.

Sincerely,


William Weiler, Jr., Esquire

WW/llr



WILLIAM WEILER, JR., ESQUIRE

20399 ROUTE 19 NORTH, SUITE 205
CRANBERRY TOWNSHIP, PA 16066
724/776-3795 FAX: 724/742-9066
e-mail: wweilerlaw@zoominternet.net

December 10, 2004

Sentry Insurance
Customer Service Department
1800 North Point Drive
Stevens Point, WI 54481

DEC 13 2004

RE: Estate of Richard Eazor, Jr., Candace Eazor, Executrix, and Dick Eazor
Chevrolet-Pontiac
Policy No. 49-71684-14

Dear Sirs:

I represent Dick Eazor Chevrolet-Pontiac and the Estate of Richard Eazor, Jr. Richard Eazor died as the result of blunt force trauma injuries suffered in an automobile accident, which occurred on October 6, 2002. He was a passenger in a 1989 Chevrolet Corsica owned and operated by Lynn A. Sharp, which struck a tree at approximately 4:00 a.m. on that date, after Ms. Sharp lost control of her vehicle attempting to swerve to avoid hitting a deer. Mr. Eazor was not wearing a seat belt, and the vehicle had no airbags. He struck the passenger side dashboard of the Corsica with his chest, but apparently was not aware that he had suffered massive internal injuries at the time.

After the accident, Mr. Eazor attempted to remove Ms. Sharp through the driver's side door of the vehicle, but the door was inoperable as a result of the damage caused by the impact. He therefore pulled her over and across the center console, and attempted to have her walk with him to a nearby house. Upon ascertaining that she had a compound fracture of the right ankle, such that she could not walk, he left her at the accident scene, in the passenger's side front seat of her vehicle, and walked to the road to flag down a vehicle. The parties were picked up by two individuals, William J. Cox and Rebecca L. Barraclough, and driven to Ms. Barraclough's home, where an ambulance was summoned. Ms. Sharp was taken by Life Flight to Allegheny General Hospital in Pittsburgh. Mr. Eazor was then taken by ambulance to a local hospital as a precautionary measure. However, he died of his injuries either immediately to or during the ambulance transport, and was declared dead upon arrival at the hospital.

The State Police Report states that the driver of the vehicle was driving at an unsafe speed for conditions, in violation of 75 Pa. C.S.A. Section 3361. No citation was issued to either Ms. Sharp or Mr. Eazor. State Trooper Guy Battestilli, who wrote the report, admitted in his deposition that he made the presumption that Mr. Eazor was driving, as Ms. Sharp was

Sentry Insurance
December 9, 2004

in the passenger side of the vehicle, where Mr. Eazor had placed her prior to seeking assistance, when he arrived at the accident scene. Based on this presumption, Trooper Battestilli states in the police report that there were also violations of 75 Pa. C.S.A. Section 3731, Driving while Intoxicated, and Section 1543B, Driving on a Suspended License, by Mr. Eazor. As admitted by Trooper Battestilli, however, he did not personally witness the accident. Therefore, his opinion as to who was driving is inadmissible hearsay. *Andrews v. Jackson*, 235 A.2d 452 (Pa. Super. 1967). Furthermore, according to the deposition testimony of numerous after-the-fact witnesses, including Mr. Cox and Ms. Barraclough, and the other State Troopers at the scene, Ms. Sharp admitted that she was in fact the driver, not Mr. Eazor. Prior to his death, Mr. Eazor stated to witnesses that Ms. Sharp was driving as well. A copy of the Pennsylvania State Police Report is hereto attached as Exhibit "A."

Ms. Sharp has since stated, in her deposition, that she cannot remember who was driving, despite the clear admissions and statements against her own interest that she made to others at the time of the accident.

Ms. Sharp's Progressive Insurance Co. automobile policy provided for \$15,000.00/\$30,000.00/\$10,000.00 coverage limitations. A copy of her Declarations Page for her Progressive automobile policy is enclosed as Exhibit "B." No proceeds have been paid to Mr. Eazor's Estate from that policy.

A review of Mr. Eazor's Sentry policy reveals that there is \$500,000.00 in UIM coverage. Enclosed you will find the expert economic loss report of James L. Kenkel, Ph.D., which calculates the minimum economic loss resulting from Mr. Eazor's death as being in the amount of \$823,533.43, while the maximum economic loss is in the amount of \$1,004,313.10. As the minimum economic loss is well above the Sentry UIM policy limitation, we are hereby making a claim for the entire UIM benefit. I am enclosing Dr. Kenkel's report as Exhibit "C."

Enclosed as Exhibit "D" is a copy of the expert medical and biomechanical report of Dr. John C. Lyons. Dr. Lyons examined Ms. Sharp's vehicle, as well as the medical records and depositions taken in this case. He states in his report, within a reasonable degree of both medical and scientific certainty, that Ms. Sharp's injuries are consistent with her admissions that she was the driver of the Corsica at the time of the accident. This is based Dr. Lyons' detailed analysis of the injuries suffered by Ms. Sharp, as well as her aforesaid admissions at the time of the accident.

Dr. Lyons also states in his report, within a reasonable degree of both medical and scientific certainty, that Mr. Eazor's injuries are consistent with his admissions made immediately prior to his death, that he was the passenger of the Corsica at the time of the

Sentry Insurance
December 9, 2004

accident. He specifically notes from the autopsy report of Mr. Eazor, that the Coroner observed that "[t]he outer aspect of the body includes three, faint, red, contusive marks in a pattern of concentric arches over the lower mid-chest anteriorly" Dr. Lyons observed that these marks are clearly consistent with and in the same pattern as the three air vents he personally observed on the passenger side of the dashboard of Ms. Lyons' vehicle.

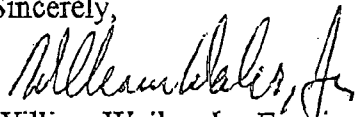
I am enclosing, as Exhibits "E", "F" and "G", respectively, copies of Mr. Eazor's death certificate, his autopsy report, and his medical records. There are minimal medical records, as Mr. Eazor died prior to receiving any medical treatment for his injuries other than those provided by the ambulance service.

As stated in the State Police Report, the operator of this vehicle was clearly negligent in driving too fast for conditions, in violation of 75 Pa. C.S.A. Section 3361, and lost control of the vehicle while negotiating a sharp right hand bend in the road, thereby striking a tree. The statements of Ms. Sharp to witnesses, as well as the medical injuries she sustained, unequivocally indicate that she was the driver of the vehicle at the time of the accident. As such, it was her negligence that cause Mr. Eazor's death. As her Progressive Insurance Co. policy of insurance affords only a minimal amount of benefits for Mr. Eazor in comparison to his economic loss, he is clearly entitled to claim the entire UIM benefit afforded him under your policy of insurance.

I am again requesting that you forward to Candace Eazor, the Executrix, a copy of the loss reserve run for each applicable policy period arising during the time frame of January 1, 2000 through December 1, 2004. Please forward the loss reserve runs to her attention at your earliest convenience.

Thank you for your time and consideration in this matter. If you have any questions or comments, or require any additional documentation, please do not hesitate to call.

Sincerely,

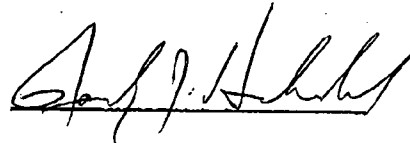

William Weiler, Jr., Esquire

WW/llr

VERIFICATION

I, Randy J. Hohendadel, Claims Representative of Sentry Insurance, have read the foregoing Amended Equitable Interpleader Complaint. The Statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S.A. 4904 relation to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.

A handwritten signature in black ink, appearing to read "Randy J. Hohendadel", written over a horizontal line.

Randy J. Hohendadel

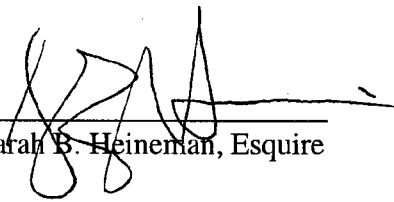
DATED: _____

3/24/05

CERTIFICATE OF SERVICE

I, Sarah B. Heineman, Esquire, hereby certify that true and correct copies of the foregoing Amended Equitable Interpleader Complaint have been served this 29 day of March 2005, by U.S. first-class mail, postage prepaid, to the following counsel of record:

DICKIE, McCAMEY & CHILCOTE, P.C.

By: 

Sarah B. Heineman, Esquire

Attorneys for Plaintiff
Sentry Insurance

William A. Shaw
Prothonotary/Clerk of Courts

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

SENTRY INSURANCE CO.
Plaintiff

vs.

LYNN A. SHARP and
CANDACE A. EAZOR, Administrator of
Estate of Richard Eazor,
Defendants

:
:
:
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:
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:
:
:

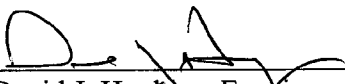
No. 2005-334 C.D.

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance for the Defendant, Lynn A. Sharp, in the above captioned matter.

Date: March 31, 2005



David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801
(814) 375-0300

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

SENTRY INSURANCE CO.	:	
Plaintiff	:	
	:	
vs.	:	No. 2005-334 C.D.
	:	
LYNN A. SHARP and	:	
CANDACE A. EAZOR, Administrator of	:	
Estate of Richard Eazor,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Entry of Appearance, filed on behalf of Lynn A. Sharp, was forwarding by first class mail, postage prepaid, on the 31st day of March, 2005, to all counsel of record, addressed as follows:

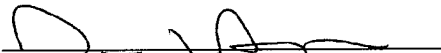
R. Edward Ferraro, Esquire
690 Main Street
Brockway, PA 15824

Louis C. Schmitt, Jr., Esquire
Pfaff, McIntyre, Dugas, Hartye & Schmitt
P.O. Box 533
Hollidaysburg, PA 16648

Eugene C. Sundberg, Jr., Esquire
Marsh Spaeder Baur Spaeder & Schaaf, LLP
Suite 300, 300 State Street
Erie, PA 16507

Sarah Heineman, Esquire
Two PPG Place, Suite 400
Pittsburgh, PA 15222

William Weiler, Jr., Esquire
20399 Route 19 North
Suite 205
Cranberry Twp., PA 16066


David J. Hopkins, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100288
NO: 05-334-CD
SERVICE # 1 OF 2
EQUITABLE INTERPLEADER COMPLAINT

PLAINTIFF: SENTRY INSURANCE COMPANY

vs.

DEFENDANT: LYNN A. SHARP and CANDANCE A. EAZOR Adm. of the Estate of Richard Eazor

SHERIFF RETURN

NOW, March 11, 2005 AT 3:30 PM SERVED THE WITHIN EQUITABLE INTERPLEADER COMPLAINT ON LYNN A. SHARP DEFENDANT AT 900 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID J. HOPKINS, ATTORNEY FOR DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL EQUITABLE INTERPLEADER COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

(ES)
FILED

0/9:30/sw

APR 11 2005

**William A. Shaw
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100288
NO: 05-334-CD
SERVICE # 2 OF 2
EQUITABLE INTERPLEADER COMPLAINT

PLAINTIFF: SENTRY INSURANCE COMPANY

vs.

DEFENDANT: LYNN A. SHARP and CANDANCE A. EAZOR Adm. of the Estate of Richard Eazor

SHERIFF RETURN

NOW, March 15, 2005 AT 11:50 AM SERVED THE WITHIN EQUITABLE INTERPLEADER COMPLAINT ON CANDACE A. EAZOR DEFENDANT AT 508 NORTH COURT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CANDACE A. EAZOR, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL EQUITABLE INTERPLEADER COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100288
NO: 05-334-CD
SERVICES 2
EQUITABLE INTERPLEADER COMPLAINT

PLAINTIFF: SENTRY INSURANCE COMPANY

vs.

DEFENDANT: LYNN A. SHARP and CANDANCE A. EAZOR Adm. of the Estate of Richard Eazor

SHERIFF RETURN

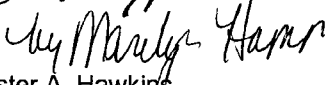
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DICKIE	35642	20.00
SHERIFF HAWKINS	DICKIE	35642	54.78

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,


by 
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
)
SENTRY INSURANCE COMPANY,) CIVIL DIVISION
)
Plaintiff,) No.05-334-CD
)
vs.)
LYNN A. SHARP, and)
CANDACE A. EAZOR, Administrator of)
the Estate of Richard Eazor,)
Defendants.)

FILED *no cc*
JUL 22 2005
William A. Shaw
Notary Public/Clerk of Courts

MOTION TO PAY OUT FUNDS

Plaintiff SENTRY INSURANCE COMPANY, by its attorney, DICKIE, McCAMEY & CHILCOTE, P.C., files this Motion to Pay Out Funds and avers the following:

1. On October 6, 2002, Defendants were involved in a single vehicle accident, where the vehicle they occupied impacted with a tree.
2. The vehicle was owned and insured by Defendant Sharp.
3. Richard Eazor ("Eazor") was insured by Sentry Insurance under Insurance Policy number 49-71684-14 ("Policy"). Attached as Exhibit "A."
4. The Policy had an underinsured motorist coverage provision for \$500,000 and liability coverage provision for \$500,000. See Exhibit "A."
5. On December 6, 2002, Defendant Sharp filed a complaint in the Court of Common Pleas of Clearfield County against Defendant Richard Eazor Estate alleging she was a passenger of the vehicle Richard Eazor was negligently operating when it impacted with a tree. See Sharp Complaint attached as Exhibit "B"
6. On January 22, 2003, Richard Eazor's Estate filed a complaint in Jefferson County against Defendant Sharp alleging Richard Eazor was the passenger of the vehicle

Defendant Sharp was negligently operating when it impacted with a tree. *See* Eazor Complaint attached as Exhibit "C."

7. On May 27, 2004, the two cases were coordinated in the Court of Common Pleas of Clearfield County. *See* Court of Common Pleas of Clearfield County Court Order dated November 19, 2004 attached as Exhibit "D."

8. The issue as to who was the driver has not been determined.

9. On December 3, 2004, Defendant Eazor's Estate made a claim for the Under Insured Motorist Coverage of \$500,000, the full limit under the Policy. *See* William Weiler, Jr., Esquire's Letter Dated December 3, 2004 attached as Exhibit "E."

10. Due to these conflicting accounts, Sentry Insurance is unclear as to whether it owes liability damages or owes underinsured motorist coverage under the policy.

11. Sentry has incurred no independent liability to any claimant and claims no title to or beneficial interest in the said proceeds, but is a mere Stakeholder.

12. Sentry has no means of determining to whom the said proceeds are payable.

13. Sentry has no means other than this action of protecting itself against the exposure of contradicting liability as to the said proceeds on the part of Defendants.

14. No act on Sentry's part has caused the conflicting claims or the peril to Plaintiff of vexation by multiple litigation, and there is no collusion now, nor has there been collusion at any time, between Sentry and Defendants, or any of them, as to this action or as to the disposition of the said proceeds.

15. Sentry is ready and willing, and hereby offers to deposit the said proceeds in Court or with such person as the Court shall direct.

16. On March 30, 2005, Sentry filed an Amended Equitable Interpleader Complaint.
See Exhibit "F."

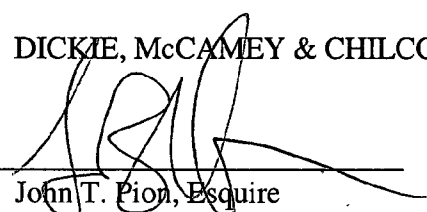
17. As of today, neither defendant has answered or objected to said Interpleader Complaint, therefore all averments are deemed admitted.

WHEREFORE, Plaintiff prays:

- a. That Defendants be restrained by injunction from taking any proceedings against Plaintiff in relation to the said proceeds;
- b. That Defendants be required to interplead together concerning their claims to the said proceeds;
- c. The Court to receive the said proceeds pending such litigation;
- d. That upon delivery of the said proceeds to such receiver, Sentry be discharged from any and all liability to any and all of the Defendants in relation thereto;
- e. For such other and further relief as the Court deems proper.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By: 

John T. Pion, Esquire
Sarah B. Heineman, Esquire
Attorneys for Plaintiff

Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402
(412) 281-7272



CERTIFIED COPY

REGARDING: DICK EAZOR CHEVY PONTIAC INC

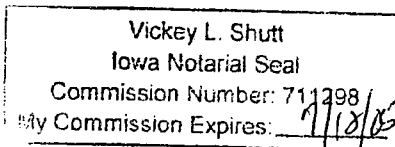
SENTRY SELECT INSURANCE COMPANY

49-71684-12-50-011 COMMERCIAL GARAGE

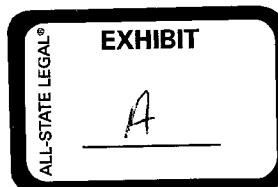
Bob Wise, being duly sworn on oath, deposes and says that he is an Underwriting Manager and that attached hereto is a true and correct copy of the original policies of insurance issued by Sentry Select Insurance Company as maintained on file by the company.

Bob Wise
Bob Wise, C/L Underwriting Manager

Subscribed and sworn to me before this 3rd Day of
MARCH, 2005, in the County of Scott, State of Iowa



Vickey L. Shutt
Notary Public
My commission expires on 7/12/05



COMMERCIAL GARAGE DECLARATIONS

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

ITEM ONE - NAMED INSURED

FIRST NAMED INSURED: DICK EAZOR CHEVY PONTIAC INC

ITEM TWO - SCHEDULE OF COVERAGES AND AUTO

=====

THIS POLICY PROVIDES COVERAGE FOR BOTH UNINSURED AND UNDERINSURED MOTORISTS FOR VEHICLES GARAGED IN PENNSYLVANIA AT LIMITS LESS THAN THE AUTO LIABILITY LIMIT.

=====

THIS POLICY PROVIDES ONLY THOSE COVERAGES SHOWN BELOW. EACH OF THE COVERAGES WILL APPLY ONLY TO THOSE "AUTOS" SHOWN AS COVERED "AUTOS". "AUTOS" ARE SHOWN AS COVERED "AUTOS" FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTOS SECTION OF THE GARAGE COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE. ENTRY OF A SYMBOL NEXT TO LIABILITY PROVIDES COVERAGE FOR "GARAGE OPERATIONS".

<u>COVERAGE</u>	<u>COVERED AUTO SYMBOLS</u>	<u>LIMIT</u>
LIABILITY	21	EACH "ACCIDENT" "GARAGE OPERATIONS" "AUTO" ONLY \$500,000 OTHER THAN "AUTO" \$500,000
BASIC FIRST PARTY BENEFITS	25	SEPARATELY STATED IN THE BASIC FIRST PARTY BENEFITS ENDORSEMENT.
MEDICAL PAYMENTS	PREMISES	\$5,000
UNINSURED MOTORISTS	32	\$35,000
UNDERINSURED MOTORISTS	32	\$35,000
PHYSICAL DAMAGE COVERAGE - COMPREHENSIVE	28,30,31	SEE ITEM SEVEN OR ITEM NINE OF THE DECLARATIONS FOR APPLICABLE LIMITS OF INSURANCE AND DEDUCTIBLES.
PHYSICAL DAMAGE COVERAGE - COLLISION	28,30,31	SEE ITEM SEVEN OR ITEM NINE OF THE DECLARATIONS FOR APPLICABLE LIMITS OF INSURANCE AND DEDUCTIBLES.

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:

CA 01 80 09 97	CA 21 92 08 01	CA 21 93 08 01
CA 22 37 03 95	CA 25 01 12 93	CA 25 05 07 97
CA 70 00 06 87	CA 88 00 10 01	CA 88 03 05 00
CA 88 07 05 00	CA 88 08 05 00	CA 88 09 05 00
CA 88 16 10 01	CA 88 50 10 01	CA 88 56 10 01
CA 88 57 10 01	CA 99 44 12 93	GA 000100 05 00
GA 000200 05 00	GA 000800 05 00	GA 000900 (0493)
IL 00 21 04 98	IL 02 46 09 00	IL 09 10 01 81

CA 00 09 10 01 (MECH)

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COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12

ITEM THREE - LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONSLOCATION # LOCATION ADDRESS

001 200 MAIN ST BROCKWAY PA 15824

ITEM FOUR - LIABILITY COVERAGEPREMIUM RATING BASISOPERATOR CLASSIFICATIONS

CLASS I-A PROPRIETORS, PARTNERS, AND OFFICERS ACTIVE IN THE BUSINESS,
SALES PERSONS, GENERAL MANAGERS OR SERVICE MANAGERS AND
OTHER EMPLOYEES IF PROVIDED A FURNISHED "AUTO".

CLASS I-B PROPRIETORS, PARTNERS, AND OFFICERS ACTIVE IN THE BUSINESS,
SALES PERSONS, GENERAL MANAGERS OR SERVICE MANAGERS AND OTHER
EMPLOYEES IF NOT PROVIDED A FURNISHED "AUTO".

CLASS I-C ALL OTHER COMPANY EMPLOYEES NOT PROVIDED A FURNISHED "AUTO".

CLASS II-A NON-EMPLOYEES UNDER AGE 25 PROVIDED A FURNISHED "AUTO".

CLASS II-B NON-EMPLOYEES AGE 25 AND OVER PROVIDED A FURNISHED "AUTO".

<u>LOC.#</u>	<u>CLASS</u>	<u>FACTOR</u>	<u>#PERSONS</u>	<u>UNITS</u>
001	I-A	1.00	5.00	5.00
	I-C	0.40	8.00	3.20
	II-B	0.50	1.00	0.50

INDIVIDUALS FURNISHED A COVERED AUTO

NAME OF INDIVIDUAL

WANDA EAZOR

ITEM FIVE - OPTIONAL COVERAGEBROADENED COVERAGE - GARAGES

LIMITS OF INSURANCE

PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE \$500,000
FIRE LEGAL LIABILITY LIMIT OF INSURANCE \$50,000 FOR ANY ONE FIRE

OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE

LIMITS OF INSURANCE

\$25,000 PER "OPERATIONS SUIT" DEDUCTIBLE \$500
NO AGGREGATE LIMIT OF INSURANCE "OPERATIONS SUITS"

CA 00 09 10 01 (MECH)

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COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12EMPLOYMENT PRACTICES

LIMITS OF LIABILITY

\$500,000 EACH "ACT"
NO ANNUAL AGGREGATE

2.5% DEDUCTIBLE

LEASING CONCERNSCONTINGENT LIABILITY AND CONTINGENT PHYSICAL DAMAGE COVERAGECONTINGENT LIABILITY COVERAGE
LIMIT OF LIABILITY \$500,000

NUMBER OF "LEASED AUTOS": 1

CONTINGENT PHYSICAL DAMAGE COVERAGE

NUMBER OF "LEASED AUTOS": 1

ITEM SEVEN - PHYSICAL DAMAGE COVERAGEPHYSICAL DAMAGE -INTERESTS

WITH RESPECT TO DEALER'S "AUTOS", THE FOLLOWING PHYSICAL DAMAGE
COVERAGES APPLY TO YOUR INTEREST IN COVERED "AUTOS" YOU OWN AND YOURS
AND THE FINANCE COMPANY'S INTEREST IN COVERED "AUTOS" YOU FINANCE:

TYPE OF AUTOS	COVERAGES		
	COLLISION	COMPREHENSIVE	FALSE PRETENSE
NEW "AUTOS" OWNED	X	X	X
CHEVROLET NEW FINANCED "AUTOS"	X	X	X
PONTIAC NEW FINANCED "AUTOS"	X	X	X
USED "AUTOS"	X	X	X
SERVICE AND DEMO "AUTOS"	X	X	X

CA 00 09 10 01 (MECH)

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COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12

PHYSICAL DAMAGE LIMITS AND COVERAGES

LOCATION NUMBER	COVERAGE	LIMIT OF INSURANCE FOR EACH LOCATION
001	COMPREHENSIVE	\$2,800,000 MINUS \$250 DEDUCTIBLE FOR EACH COVERED "AUTO" SUBJECT TO \$1,000 AGGREGATE DEDUCTIBLE* FROM ANY ONE OCCURRENCE*
	COLLISION	\$2,800,000 MINUS \$500 DEDUCTIBLE FOR EACH COVERED "AUTO"

*THE PHYSICAL DAMAGE DEDUCTIBLES FOR OTHER THAN COLLISION COVERAGE
APPLY TO: "LOSS" CAUSED BY ALL COVERED CAUSES OF "LOSS".

WIND AND HAIL DEDUCTIBLE

FOR ALL "LOSS" CAUSED BY WIND AND HAIL, THE FOLLOWING DEDUCTIBLES
REPLACE THE DEDUCTIBLES INDICATED ABOVE:

\$250 FOR EACH COVERED "AUTO". THE AGGREGATE DEDUCTIBLE DOES NOT APPLY.

OTHER LOCATIONS

FOR "LOSS" AT LOCATIONS OTHER THAN THOSE LISTED IN ITEM THREE OF THE
DECLARATIONS, A LIMIT OF \$850,000 APPLIES TO COVERED "AUTOS" IN
TRANSIT AND ANY ADDITIONAL LOCATION WHERE YOU STORE COVERED "AUTOS".

FALSE PRETENSE

PER PERSON LIMIT: \$50,000 DEDUCTIBLE: \$500

AUTO DEALERS PHYSICAL DAMAGE REPORTING BASIS

QUARTERLY: YOU MUST GIVE US YOUR REPORTS BY THE FIFTEENTH OF THE
FOURTH MONTH AFTER THE POLICY BEGINS. YOUR SUBSEQUENT REPORTS MUST
BE GIVEN TO US BY THE FIFTEENTH OF EVERY THIRD MONTH. YOUR REPORTS
MUST CONTAIN THE VALUE OF THE LAST BUSINESS DAY OF EVERY THIRD MONTH
WITHIN THE POLICY PERIOD.

DEALER SPECIAL REPAIR PERCENTAGES

REPAIR PERCENTAGES	YOUR "AUTOS"	PARTS	90%	LABOR	90%
	"CUSTOMER'S AUTOS"	PARTS	90%	LABOR	90%

CUSTOMERS' PERSONAL PROPERTY

THE MOST WE WILL PAY IN ANY ONE "LOSS" TO "CUSTOMER'S PERSONAL"
PROPERTY" IS \$7,000.

AUTO DEALERS ECONOMIC LOSS COVERAGE - NEW VEHICLES

LIMIT - \$2,500 PER VEHICLE OR 10% OF THE "ACTUAL DEALER COST"
WHICHEVER IS LESS.

CA 00 09 10 01 (MECH)

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

HIRED AUTO PHYSICAL DAMAGE COVERAGE

PHYSICAL DAMAGE COVERAGE IS PROVIDED FOR LEASED, HIRED, RENTED OR BORROWED (DOES NOT INCLUDE "AUTO" LEASED, RENTED OR BORROWED FROM AN "EMPLOYEE", PARTNER, MEMBER IF YOU ARE A LIMITED LIABILITY COMPANY OR MEMBERS OF THEIR HOUSEHOLDS) VEHICLES AS INDICATED IN THE SCHEDULE.

SCHEDULE

<u>COVERAGES</u>	<u>LIMITS OF INSURANCE THE MOST WE WILL PAY</u>	<u>DEDUCTIBLE</u>
COMPREHENSIVE	ACV, OR COST OF REPAIRS WHICHEVER IS LESS MINUS DEDUCTIBLE	\$250
COLLISION	ACV, OR COST OF REPAIRS WHICHEVER IS LESS MINUS DEDUCTIBLE	\$250

ITEM EIGHT - MEDICAL PAYMENTS COVERAGE

REFER TO ITEM NINE FOR COVERED "AUTOS" INSURED ON A SPECIFIED CAR BASIS. MEDICAL PAYMENTS COVERAGES APPLY IF THE APPROPRIATE ENDORSEMENT(S) IS/ARE ATTACHED TO THIS POLICY:

CA 25 05 GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE

CA 00 09 10 01 (MECH)

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B.

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

ITEM NINE - SCHEDULE OF COVERED AUTOS WHICH ARE INSURED ON A SPECIFIED CAR BASIS

PER "AUTO" COVERAGES, LIMITS AND DEDUCTIBLES ARE LISTED BELOW. ABSENCE OF AN INDIVIDUAL "AUTO" ENTRY MEANS THAT THE COVERAGE DOES NOT APPLY.

*** NO SCHEDULED VEHICLES EXIST FOR THIS POLICY. ***

CA 00 09 10 01 (MECH)

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COMMERCIAL GARAGE DECLARATIONS (CONT)

POLICY NUMBER 49-71684-12

ADDITIONAL INSURED/
LOSS PAYABLE SCHEDULE

THE FOLLOWING INFORMATION IS REQUIRED TO COMPLETE THE ADDITIONAL INSURED
ENDORSEMENTS WHICH FORM A PART OF YOUR COMMERCIAL GARAGE POLICY.

<u>ADDITIONAL INSURED/LOSS PAYABLE</u>	<u>ENDORSEMENT</u>	<u>EFFECTIVE</u>
DEPOSIT BANK BANK INSURANCE PROCESSING PO BOX 400 INDIANA, PA 15701 (CERTIFICATE NUMBER 0001)	CA 99 44 12 93	FROM DECEMBER 31, 2001 TO DECEMBER 31, 2002
 <u>PREMISES</u>		
200 MAIN ST BROCKWAY, PA 15824		

CA 00 09 10 01 (MECH)



PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

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

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

A. CHANGES IN LIABILITY COVERAGE

2. The following is added to Supplementary Payments:

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

B. CHANGES IN CONDITIONS

1. The following is added to the LOSS CONDITIONS Section:

Paragraph A.2.b.(5) of the DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS Condition is replaced by the following:

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

The following is added to the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition:

If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

2. The following is added to the GENERAL CONDITIONS Section:

CONSTITUTIONALITY CLAUSE

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

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

CA 01 80 09 97

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PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED

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

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

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

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
\$	Each "Accident"

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

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
 - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the "suit".

CA 21 92 08 01

ISO Properties, Inc., 2001



PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply if such settlement does not adversely affect our rights of recovery under this coverage.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

CA 21 92 08 01

ISO Properties, Inc., 2001



PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. Any amount payable for damages under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible. This includes all sums paid for the same damages under this Coverage Form's Liability Coverage. This also includes all sums paid for an "insured's" attorney either directly or as part of the amount paid to the "insured".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for Pennsylvania Uninsured Motorists Coverage - Nonstacked as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
 - a. Promptly notify the policy if a hit-and-run driver is involved, and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment due to an "accident" involved an "uninsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by

CA 21 92 08 01

ISO Properties, Inc., 2001

PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

3. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

FIRST	The Uninsured Motorists Coverage application to the vehicle the "insured" was "occupying" at the time of the "accident".
SECOND	The Coverage Form or policy affording Uninsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.
- c. Where there is applicable insurance available under the first priority:
- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and
 - (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.
- d. If two or more Coverage Forms or policies have equal priority:
- (1) 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;
 - (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer on the same level of priority for the benefits paid and the costs of processing the claim; and

CA 21 92 08 01

ISO Properties, Inc., 2001



PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

(3) If we are the insurer against whom the claim is first made, we will pay, subject to the limit of insurance for Uninsured Motorists Coverage shown in the Declarations, after all contributing insurers agree as to:

(a) Whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle"; and

(b) The amount of damages.

4. The following condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Arbitration shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident".
 - b. For which an insuring or bonding company:
 - (1) Denies coverage;

CA 21 92 08 01

ISO Properties, Inc., 2001



PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

- (2) Is or becomes insolvent; or
- (3) Is or becomes involved in insolvency proceedings.
- c. For which neither the driver nor owner can be identified.
The vehicle or "trailer" must:
 - (1) Hit an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying".

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

However, an "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - b. Owned by a governmental unit or agency; or
 - c. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.



PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED

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

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

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

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
\$	Each "Accident"

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

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle".
2. We will pay under this coverage only if a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

- (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:
- a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the "suit".

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
3. Punitive or exemplary damages.

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

4. "Bodily injury" sustained by:

- a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The Conditions are changed for Pennsylvania Underinsured Motorists Coverage - Nonstacked as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
 - a. Promptly send us copies of the legal papers if a "suit" is brought.
 - b. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to the "insured" in an amount equal to the tentative settlement to

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment due to an "accident" involved an "underinsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

3. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

FIRST	The Underinsured Motorists Coverage application to the vehicle the "insured" was "occupying" at the time of the "accident".
SECOND	The Coverage Form or policy affording Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

c. Where there is applicable insurance available under the first priority:

- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and
- (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.

d. If two or more Coverage Forms or policies have equal priority:

- (1) 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;
- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer e costs for the benefits paid and the costs of processing the claim; and
- (3) If we are the insurer against whom the claim is first made, we will pay, subject to the Limit of Insurance for Underinsured Motorists Coverage shown in the Declarations, after all contributing insurers agree as to:
 - (a) Whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle"; and
 - (b) The amount of damages.

4. The following condition is added:

ARBITRATION

- a. If we an an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Arbitration shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a vehicle for which the sum of all liability bonds or policies that apply at the time of an "accident" do not provide at least the amount an "insured" is legally entitled to recover as damages.

However, an "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
 - b. Owned by a governmental unit or agency; or
 - c. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT

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

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

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

SCHEDULE

BENEFITS	LIMIT OF LIABILITY (per insured)
Medical Expense Benefits	Up to \$5,000

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

A. COVERAGE

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

BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

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

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

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury." If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury," medical expenses will be paid without limitation as to the time such further expenses are incurred.

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

B. WHO IS AN INSURED

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

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

C. EXCLUSIONS

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

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
 - a. You; or
 - b. Any "family member."
5. Sustained by any person who, at the time of the "accident:"
 - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act;" or
 - b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

- a. You; or
- b. Any "family member".
- 8. Sustained by any person while "occupying";
 - a. A recreational vehicle designed for use off public roads; or
 - b. A motorcycle, moped or similar type vehicle.
- 9. 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.

D. LIMIT OF INSURANCE

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

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for FIRST PARTY BENEFITS as follows:

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

NON-DUPLICATION OF BENEFITS

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED.

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

PRIORITIES OF POLICIES

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

The priority order is:

- First The insurer providing benefits to the "insured" as a named insured.
- Second The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the "Act."
- Third The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident."
- Fourth The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is:
 - a. Not "occupying" an "auto;" and
 - b. Not providing First Party Benefits under any other policy.

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

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

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle, or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
 - a. By muscular power; or
 - b. On rails or tracks.
2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
 - a. Related to you by blood, marriage or adoption; or
 - b. A minor in your custody or in the custody of any other "family member."
4. "Occupying" means in, upon, getting in, on, out or off.

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BROAD FORM PRODUCTS COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

LIABILITY COVERAGE is changed as follows:

The DEFECTIVE PRODUCTS Exclusion does not apply. However, subject to the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos", the coverage only applies to that amount of "property damage" to your "products" that exceeds \$250 for any one "accident".

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GARAGE LOCATIONS AND OPERATIONS MEDICAL
PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

A. COVERAGE

We will pay reasonable medical and funeral expenses to or for each person who sustains "bodily injury" to which this coverage applies, caused by an "accident" and resulting from:

1. The maintenance or use of the locations shown in the Declarations and that portion of the roads or other accesses that adjoin these locations for garage business.
2. All operations necessary or incidental to a garage business.

We will pay only those expenses incurred for services rendered within one year from the date of the "accident".

B. EXCLUSIONS

This insurance does not apply to:

1. "Bodily injury" resulting from the maintenance or use of any "auto".
2. "Bodily injury" to a person, whether or not an "employee" of any "insured", if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
3. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
4. "Bodily injury" to any "insured".

C. LIMIT OF INSURANCE

Regardless of the number of persons who sustain "bodily injury" or claims made, the most we will pay for "bodily injury" for each person injured in any one "accident" is the Limit of Medical Payments Coverage shown in the Declarations.

D. CHANGES IN CONDITIONS

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Garage Condition does not apply.

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COMMERCIAL AUTO

POLICY NUMBER: 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

ENDORSEMENT EFFECTIVE
12-31-01

FELLOW EMPLOYEE BODILY INJURY

THIS ENDORSEMENT MODIFIES INSURANCE UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

UNDER SECTION II - LIABILITY COVERAGE, THE EXCLUSION RELATING TO
"BODILY INJURY" TO ANY FELLOW EMPLOYEE, B.5., IS DELETED, BUT ONLY
WITH RESPECT TO THE PERSONS LISTED BELOW:

ALL EMPLOYEES

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GARAGE COVERAGE FORM

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
21	Any "Auto"
22	Owned "Autos" Only Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
23	Owned Private Passenger "Autos" Only Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
24	Owned "Autos" Other Than Private Passenger "Autos" Only Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
25	Owned "Autos" Subject To No-Fault Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

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GARAGE COVERAGE FORM - CONTINUED

SYMBOL		DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
26	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own, and which are covered under Section II - Liability Coverage, that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
27	Specifi- cally Described "Autos"	Only those "autos" described in Item Nine of the Declarations in which coverage is indicated by an "x" or a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Nine which is provided Liability Coverage).
28	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", or partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
29	Non-Owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your garage business.
30	"Autos" Left With You For Service, Repair, Storage or Safe- keeping	Any customer's land motor vehicle or trailer or semitrailer while left with you for service, repair, storage or safekeeping. Customers include your "employees" and members of their households, who pay for services performed.

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GARAGE COVERAGE FORM - CONTINUED

SYMBOL	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
31	Dealers "Autos" and "Autos" Held For Sale By Non-Dealers or Trailer Dealers (Physical Damage Coverages) Any "auto" and the interests in these "autos" described in Item Seven of the Declarations as well as an "auto" described in Item Nine of the Declarations for which physical damage coverage is designated to apply.
32	Owned "Autos" Only (Uninsured / Under- insured Motorists) Only those "autos" you own and which are covered under Section II - Liability Coverage. This includes those "autos" you acquire ownership of after the policy begins.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If Symbols 21, 22, 23, 24, 25, 26, or 32 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 27 is entered next to a coverage, in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS AND TEMPORARY SUBSTITUTE AUTOS

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

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;

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GARAGE COVERAGE FORM - CONTINUED

- b. Repair;
- c. "Loss"; or
- d. Destruction.

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS"

- a. We will pay all sums an "insured" legally must pay as damages, including punitive damages where insurable by law, because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident" and resulting from "garage operations" other than the ownership, maintenance or use of covered "autos".

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "accident" occurs in the coverage territory;
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no "insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period that the "bodily injury" occurred then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any

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GARAGE COVERAGE FORM - CONTINUED

"insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware of any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. GARAGE OPERATION - COVERED AUTOS

We will pay all sums an "insured" legally must pay as damages, including punitive damages where insurable by law, because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

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

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

3. WHO IS AN INSURED

a. The following are "insureds":

- (1) You for any covered "auto".
- (2) Your partners (if you are a partnership), members (if you are a limited liability company), shareholders, officers, directors, "employees", "temporary workers" and members of their or your households while using or legally responsible for the use of a covered "auto" you own, hire (a covered auto) you hire includes an "auto" rented by your "employee" or "temporary worker" for use in your company business) or borrow, if the use is within the scope of your permission.

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GARAGE COVERAGE FORM - CONTINUED

- (3) Individuals, including members of their households, furnished a covered "auto" by you for their regular use, but only if the individual is specifically named in the Declarations and only while using or legally responsible for the use of the furnished covered "auto".
 - (4) Any "contract driver"
 - (5) Anyone else required by law to be an insured while using a covered "auto" you own, hire or borrow, if the use is within the scope of your permission.
 - (6) Anyone liable for the conduct of an "insured" described above, but only to the extent of that liability.
- b. The following are not "insureds":
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" or a "temporary worker" if the covered "auto" is owned by that "employee" or "temporary worker" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking, or storing "autos" unless that business is your "garage operations".
 - (4) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. The following are "insureds" for "garage operations" other than covered "autos":
- (1) You.
 - (2) Your partners (if you are a partnership), members (if you are a limited liability company), shareholders, officers, directors or "employees" but only while acting within the scope of their duties.

4. COVERAGE EXTENSIONS

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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GARAGE COVERAGE FORM - CONTINUED

- (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

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

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". But for "garage operations" other than covered "autos" this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. CONTRACTUAL

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

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

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GARAGE COVERAGE FORM - CONTINUED

- b. That the "insured" would have in the absence of the contract or agreement.

3. WORKERS COMPENSATION

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

4. EMPLOYEE INDEMNIFICATION AND EMPLOYERS LIABILITY

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
- (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.
- c. A person arising out of any:
- (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- d. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2), or (3) above are directed.

This exclusion applies:

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

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

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GARAGE COVERAGE FORM - CONTINUED

5. FELLOW EMPLOYEE

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employees" employment or while performing duties related to the conduct of our business.

6. CARE, CUSTODY OR CONTRAL

"Property damage" to or "covered pollution cost or expense" involving:

- a. Property owned, rented or occupied by the "insured";
- b. Property loaned to the "insured";
- c. Property held for sale or being transported by the "insured"; or
- d. Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. LEASED AUTOS

Any covered "auto" while leased or rented to others. This exclusion does not apply to:

- a. A covered "auto" you rent to one of your customers while his or her "auto" is left with you for service or repair or while the customer is awaiting delivery of an "auto" after signing a written purchase agreement with you; or
- b. Your or your "employee" or "temporary worker" while a leased or rented "auto" is in your custody for service, repair, pickup or delivery in the course of your business.

8. POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

- a. "Bodily injury" or "property damage" arising out of the actual alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (1) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to any "insured";
 - (2) At or from any premises, site, or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste.
 - (3) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:

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GARAGE COVERAGE FORM - CONTINUED

- (a) To test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of the "pollutants"; or
 - (b) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
- (4) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs a.(1) and a.(3)(b) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable or breaks out from where it was intended to be.

Paragraph a.(1) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Paragraph a.(3)(b) does not apply to "bodily injury" or "property damage" by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

b. Any loss, cost or expense arising out of any:

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

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order, or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

9. POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - COVERED "AUTOS"

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

- a. That are, or that are contained in any property that is:

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GARAGE COVERAGE FORM - CONTINUED

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

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

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

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

10. RACING

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

11. WATERCRAFT OR AIRCRAFT

Any watercraft or aircraft except watercraft while ashore on premises where you conduct "garage operations".

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GARAGE COVERAGE FORM - CONTINUED

12. DEFECTIVE PRODUCTS

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products" at the time it was transferred to another.

13. WORK YOU PERFORMED

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials, or equipment used in connection with the work.

14. LOSS OF USE

Loss of use of other property not physically damaged if caused by:

- a. A delay or failure by your or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- b. A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, 14.b., does not apply if the loss of use is caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

15. PRODUCTS RECALL

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work, or other property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

16. WAR

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

17. LIQUOR LIABILITY

"Bodily injury" or "property damage" for which an "insured" may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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GARAGE COVERAGE FORM - CONTINUED

This exclusion applies only if you use the premises in part for the following purposes:

- (1) Serving or furnishing alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license; or
 - (b) Is for the purpose of financial gain or livelihood; or
- (2) Serving or furnishing alcoholic beverages without a charge, if a license is required for such activity.

C. LIMIT OF INSURANCE

1. AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

If an Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered Autos is indicated in the Declarations, for "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for the sum of all damages involving "garage operations" other than "auto" is the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

Damages payable under the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" consist of damages resulting from "garage operations" other than the ownership, maintenance or use of the "autos" indicated in SECTION I of this Coverage Form as covered "autos" including the following coverages, if provided by endorsement:

- a. "Personal Injury" liability coverage;
- b. "Personal and advertising injury" liability coverage;
- c. Host liquor liability coverage;
- d. Fire legal liability coverage;
- e. Incidental medical malpractice liability coverage;
- f. Non-owned watercraft coverage;
- g. Broad form products coverage;
- h. Broad form completed operations coverage.

The Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the

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GARAGE COVERAGE FORM - CONTINUED

Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos".

2. EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

For "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Subject to paragraph 1 above, and regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for all damages resulting from any one "accident" is the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

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

Damages payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" are not payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos".

3. LIMIT OF INSURANCE - "GARAGE OPERATIONS" - COVERED "AUTOS"

For "accidents" resulting from "garage operations" involving the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" involving a covered "auto" is the Each "Accident" Limit of Insurance - "Garage Operations" Covered "Autos" for Liability Coverage shown in the Declarations.

For "contract drivers" and anyone required by law to be an "insured" for the use of a covered "auto", the most we will pay for all damages resulting from one "accident" involving a covered "auto" is that portion of the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos" needed to comply with the minimum limits provision of the law in the jurisdiction where the "accident" took place. When there is other insurance applicable to the "accident", we will pay only the amount needed to comply with these minimum limits after the other insurance is exhausted.

Damages and "covered pollution cost or expense" payable under the Each "Accident" Limit of Insurance - "Garage Operations" Covered "Autos" are not payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos".

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GARAGE COVERAGE FORM - CONTINUED

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

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

D. DEDUCTIBLE

We will deduct \$100 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

SECTION III - GARAGEKEEPERS COVERAGE

A. COVERAGE

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

- a. COMPREHENSIVE COVERAGE

From any cause except:

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

- b. SPECIFIED CAUSES OF LOSS COVERAGE

Caused by:

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

- c. COLLISION COVERAGE

Caused by:

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

2. We will also pay all sums the "insured" legally must pay as damages for "loss" to "customers' personal property" that is left in the "insured's" care in the course of your "garage operations". This coverage is on a legal liability basis only,

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GARAGE COVERAGE FORM - CONTINUED

unless coverage is specified as excess or primary insurance in the Declarations of this policy.

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

4. WHO IS AN INSURED

Only you are an "insured" for "loss" to a "customer's auto", "customer's auto" equipment or "customers' personal property":

5. COVERAGE EXTENSIONS

The following applies as Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

B. EXCLUSIONS

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

a. CONTRACTUAL OBLIGATIONS

Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".

b. THEFT

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

c. DEFECTIVE PARTS

Defective parts or materials.

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GARAGE COVERAGE FORM - CONTINUED

d. FAULTY WORK

Faulty "work you performed".

e. THEFT OF "CUSTOMERS' PERSONAL PROPERTY"

"Loss" due to theft of "customers' personal property" if there is no evidence of forced entry into the "customer's auto" or the building in which the "customer's auto" is located.

f. "Loss" caused by or resulting from depreciation or "diminution of value".

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

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.

C. LIMIT OF INSURANCE AND DEDUCTIBLE

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought:

- a. The most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Declarations for that location.
- b. When you replace a "customer's auto" the most we will pay will be your actual cost, exclusive of your profit, holdback or overhead expenses.

2. Whether or not repairs are made:

- a. The most we will pay is the percentage of the customary retail charges in your area, stated in the Declarations as Special Repair Percentages and applying to Parts (including materials) and Labor. If your business is shown in the Declarations as a recreational vehicle dealership:

(1) The percentage shown in the Declarations for parts does not apply; and

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GARAGE COVERAGE FORM - CONTINUED

- (2) For parts, the most we will pay is your actual net cost plus up to 10% additional payment for shipping and handling.
- b. We will subtract an amount for depreciation as well as the applicable deductible shown in the Declarations. Regardless of the number of "customer's autos" damaged or stolen, the aggregate deductible shown in the Declarations is the maximum deductible applicable to all "loss" in any one event. Refer to the Declarations for the applicable deductibles and the causes of loss to which they apply.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible or calculated repair percentage. If this happens you must reimburse us for the amount we have paid on your behalf.
4. Regardless of the number of "customer's autos" or customers involved, the most we will pay in any one "loss" for "customers' personal property" will be the Garagekeepers Customers' Personal Property Limit of Insurance shown in the Declarations. The amount paid for any one "loss" will be reduced by the per "auto" comprehensive or specified causes of loss deductible that applies.

SECTION IV - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:
- a. COMPREHENSIVE COVERAGE
- From any cause except:
- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.
- b. SPECIFIED CAUSES OF LOSS COVERAGE
- Caused by:
- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, or derailment of any conveyance transporting the covered "auto".

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GARAGE COVERAGE FORM - CONTINUED

b. COLLISION COVERAGE

Caused by:

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

When "Autos" Left With You For Service, Repair, Storage Or Safekeeping is indicated for a Physical Damage Coverage, a covered "auto" for that coverage will include a "customer's auto" or "customer's auto" equipment.

2. TOWING - NON-DEALERS ONLY

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. GLASS BREAKAGE - HITTING A BIRD OR ANIMAL - FALLING OBJECTS OR MISSILES

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

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

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

4. WHO IS AN INSURED

The following are "insureds" for covered "autos":

- a. You are an "insured" for any covered "auto":
- b. If Hired Auto Physical Damage coverage is provided, your "employee" for an "auto" rented or hired by your "employee" for use in your "garage operations".

5. COVERAGE EXTENSIONS

a. TRANSPORTATION EXPENSES

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered

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GARAGE COVERAGE FORM - CONTINUED

"auto" of the private passenger type you own. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. LOSS OF USE EXTENSION

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

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

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

c. "CUSTOMER'S AUTO" COVERAGE EXTENSIONS

If "Autos" Left With You For Service, Repair, Storage or Safekeeping are indicated in the Declarations as covered "autos" for a coverage under this section:

- (1) A covered "auto" for that coverage will include a "customer's auto".
- (2) We will also pay for "loss" to "customers' personal property" that is left in the "insured's" care in the course of your "garage operations".
- (3) If "loss" to a "customer's auto" results in a "suit" for damages, we have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following: Such "loss" is excluded regardless of any other cause

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GARAGE COVERAGE FORM - CONTINUED

or event that contributes concurrently or in any sequence to the "loss".

a. NUCLEAR HAZARD.

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

b. WAR OR MILITARY ACTION.

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

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

a. Any covered "auto" while leased or rented to others. This exclusion does not apply to:

- (1) A covered "auto" you rent to one of your customers while his or her "auto" is left with you for service or repair or while the customer is awaiting delivery of an "auto" after signing a written purchase agreement with you; or
- (2) You or your "employee" while a leased or rented "auto" is in your custody for service, repair, pick up or delivery in the course of your business.

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

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

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

e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

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GARAGE COVERAGE FORM - CONTINUED

- f. Any accessories used with the electronic equipment described in Paragraph e. above.

Exclusions 2.e. and 2.f. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
- (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

3. FALSE PRETENSE

We will not pay for "loss" to a covered "auto" caused by or resulting from:

- a. Someone causing you to voluntarily part with it by trick or scheme or under false pretense; or
- b. Your acquiring an "auto" from a seller who did not have legal title.
4. If your business is shown in the Declarations as an "auto" dealership or a recreational vehicle dealership, we will not pay for:
- a. "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.
- b. Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
- c. "Loss" due to theft of "customers' personal property" if there is no evidence of forced entry into the covered "auto" or the building in which it is located.

5. "DIMINUTION OF VALUE"

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GARAGE COVERAGE FORM - CONTINUED

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

6. OTHER EXCLUSIONS

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown, defective parts or materials or faulty "work you performed";
- b. Blowouts, punctures or other road damage to tires.

C. LIMITS OF INSURANCE

1. For "loss" to a covered "auto" the most we will pay is the lesser of:

- a. Your actual cost, exclusive of your profit, holdback or overhead expenses; or
- b. Whether or not repairs are made, the most we will pay is the percentage of the customary retail charges in your area, stated in the Declarations as Auto Dealers Special Repair Percentages and applying to Parts (including materials) and Labor. If your business is shown in the Declarations as a recreational vehicle dealership:

(1) The percentage for parts does not apply; and

(2) For parts, the most we will pay is your actual net cost plus up to 10% additional payment for shipping and handling.

- c. For damage caused by hail, the cost of using paintless dent repair in place of traditional repair costs.

If repairs are made by a subcontractor because the "loss" occurs more than 100 miles from your location, the most we will pay is 100% of the customary charges for parts, materials, and labor for that area regardless of the percentage indicated in the Declarations.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
4. For those businesses shown in the Declarations as "auto" dealerships or recreational vehicle dealerships, the following provisions also apply.
 - a. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in ITEM SEVEN of the

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GARAGE COVERAGE FORM - CONTINUED

Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in ITEM SEVEN of the Declarations for "loss" in transit.

b. QUARTERLY OR MONTHLY REPORTING PREMIUM BASIS

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the value you actually had on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75% of the Limit of Insurance shown in ITEM SEVEN of the Declarations for the applicable location.

c. NON-REPORTING PREMIUM BASIS

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the limit by the total values you actually had when "loss" occurred.

5. If "Autos" Left With You For Service, Repair, Storage or Safekeeping are indicated in the Declarations as covered "autos" for this coverage section, regardless of the number of "autos" or customers involved, the most we will pay in any one "loss" to "customers' personal property" will be the Customers Personal Property Limit of Insurance shown in ITEM SEVEN of the Declarations.

D. DEDUCTIBLE

1. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations provided that:

a. "AUTO" DEALERS AND RECREATIONAL DEALERS SPECIAL DEDUCTIBLE PROVISIONS

If your business is shown in the Declarations as an "auto" dealership or a recreational vehicle dealership:

- (1) The per "auto" deductible shown in the Declarations will apply to all "loss" caused by those perils indicated in the Declarations. Refer to the Declarations for a description of the applicable deductibles.
- (2) If an aggregate deductible is shown in the Declarations for a covered cause of loss, regardless of the number of covered "autos" damaged or stolen, the aggregate

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GARAGE COVERAGE FORM - CONTINUED

deductible is the maximum deductible applicable for all "loss" in any one event. Refer to the Declarations for a description of the applicable deductibles.

- (3) When paintless dent repair is used, the per "auto" deductible applicable to the "loss" will be reduced by \$250.

b. NON-DEALERS ONLY SPECIAL DEDUCTIBLE PROVISIONS

If your business is shown in the Declarations as something other than an "auto" dealership or a recreational vehicle dealership, the Comprehensive Coverage deductible does not apply to "loss" caused by fire or lightning.

- c. If "Autos" Left With You for Service, Repair, Storage or Safekeeping is indicated in the Declarations as covered "autos" for this coverage section, the following applies:

Sometimes to settle a claim or "suit" we may pay all or part of any deductible or calculated repair percentage amount. If this occurs, you must reimburse us for the amount that we have paid on your behalf.

SECTION V - GARAGE CONDITIONS

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

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

We have not duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss" you must give us or our authorized representative prompt notice of the accident or "loss". Include:

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GARAGE COVERAGE FORM - CONTINUED

- (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "autos" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. LEGAL ACTION AGAINST US

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

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

4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES

At our option we may:

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GARAGE COVERAGE FORM - CONTINUED

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

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

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

B. GENERAL CONDITIONS

1. BANKRUPTCY

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

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

3. LIBERALIZATION

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

4. NO. BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

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

5. OTHER INSURANCE

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GARAGE COVERAGE FORM - CONTINUED

- a. For any covered "auto" you own, this Coverage Form provides primary insurance, except it provides excess insurance while the covered "auto" is in the care, custody or control of any person or organization other than you, your partners (if you are a partnership), members (if you are a limited liability company), stockholders, officers, directors, "employees", "temporary workers", individuals furnished a covered "auto" and named in the Declarations or the members of their or your household.
- b. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- c. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow including an "auto" rented or hired by your "employee" for use in your "garage operations" is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- d. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability coverage is primary for any liability assumed under an "insured contract".
- e. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceed the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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GARAGE COVERAGE FORM - CONTINUED

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover:

- a. "Bodily injury", "property damage" and "losses" occurring; and
- b. "Covered pollution cost or expense" arising out of "accidents" occurring

during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hire, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "bodily injury", "property damage", "covered pollution cost or expense" and "losses" while the covered "auto" is being transported between any of these places.

The coverage territory is extended to anywhere in the world if the "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada. The original "suit" for damages resulting from such "bodily injury" or "property damage" must be brought in one of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

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

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GARAGE COVERAGE FORM - CONTINUED

SECTION VI - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage"
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer.
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any one of these.
- D. "Contract Driver" means:
1. Any person or organization using a covered "auto" within the scope of your permission and while under contract with you to drive a covered "auto" to a location you specify; and
 2. Any person or organization hired by you to provide drivers who, with your permission and while under contract to you, will transport a covered "auto" to a location you specify.
- E. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement; or
 2. Any claim or "suit by or on behalf of a governmental authority demanding

That the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants".

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

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

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GARAGE COVERAGE FORM - CONTINUED

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

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

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

F. "Customer's auto" means a customer's land motor vehicle, "trailer" or semitrailer. It also includes any "customer's auto" while left with you for service, repair, storage or safekeeping. Customers include your "employees" and members of their households who pay for services performed.

G. "Customers' personal property" means personal property left in a "customer's auto" except:

1. Money which includes:

- a. Currency, coins, and bank notes in current use having face value;
- b. Travelers checks, register checks, and money orders held for sale to the public.

2. Securities, which means any negotiable and non-negotiable instruments or contracts representing either money or other property. Securities also includes evidence of debt issued in connection with credit or charge cards.

3. Jewelry; and

4. Fine art.

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

I. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker" or "contract driver".

J. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these location. "Garage operations" includes the ownership, maintenance, or use of the "autos" indicated in

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GARAGE COVERAGE FORM - CONTINUED

SECTION I of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

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

L. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume that tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. An elevator maintenance agreement;
7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or leased, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

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GARAGE COVERAGE FORM - CONTINUED

3. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver; or
 4. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless in the business of transporting property by "auto" over a route or territory that person or organization is authorized to serve by public authority.
 5. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.
- M. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- N. "Loss" means direct and accidental loss or damage. "Loss" for a "customer's auto" also includes any resulting loss of use.
- O. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" shall also include any bacteria, fungus, mold, or yeast.
- P. "Products" includes:
1. The goods or products you made or sold in a garage business; and
 2. The providing of or failure to provide warnings or instructions.
- R. "Property Damage" means damage to or loss of use of tangible property.
- S. "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense".
- to which this insurance applies, are claimed.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

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GARAGE COVERAGE FORM - CONTINUED

- T. "Temporary worker" means a person who is furnished to substitute for a permanent "employee" on lease or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "contract driver".
- U. "Trailer" includes semitrailer.
- V. "Work you performed" includes:
1. Work that someone performed on your behalf; and
 2. The providing of or failure to provide warnings or instructions.

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GARAGE CUSTOMERS AMENDATORY ENDORSEMENT

For a covered "auto" garaged or licensed in, or "garage operations" conducted in Iowa, Kentucky, Maine, Ohio, Pennsylvania, or West Virginia, this endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Paragraph C. LIMIT OF INSURANCE of SECTION II - LIABILITY COVERAGE is amended by the addition of the following to subparagraph 3. LIMIT OF INSURANCE - "GARAGE OPERATIONS" - COVERED "AUTOS":

If your business is shown in the Declarations as an "auto" or recreational vehicle dealership, for your customers, the most we will pay for all damages resulting from an "accident" involving a covered "auto" is that portion of the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos" needed to comply with the minimum financial responsibility limits required by the state in which the "accident" took place.

All other terms and provisions of this policy remain unchanged.

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

I. SECTION II - LIABILITY COVERAGE is changed as follows:

- A. Paragraph A. COVERAGE subparagraph 1. "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS" is amended by the addition of the following:
1. We will pay defense costs to your "attorneys" for defending "operations suits" brought against you.
 2. We have the right, but not the duty, to investigate and to defend or settle any "operations suit" at our option. If we elect to:
 - a. Settle, we will pay all settlement costs in excess of your deductible.
 - b. Defend you against an "operations suit", settlement will be at your option and except for defense costs subject to this insurance, at your expense.
 3. Our payment of the LIMIT OF INSURANCE of this additional insurance ends any obligation we may have to defend you against an "operations suit".
 4. Nothing in this policy will serve to impair the client relationship between you and your "attorneys".
- B. For this endorsement only, paragraph A. COVERAGE subparagraph 3. WHO IS AN INSURED is replaced with:
3. WHO IS AN INSURED
Only you are an "insured".
- C. Paragraph B. EXCLUSIONS is amended by the addition of the following:
- This additional insurance does not apply to the cost of defending:
1. Any dishonest, fraudulent, intentional, or criminal act or omission committed by you or at your direction;
 2. Allegations which claim damages for "bodily injury", "property damage" or "personal and advertising injury"
 3. Allegations to enforce a warranty agreement or mechanical break-down agreement provided or sold by you;
 4. Allegations of a duty to withdraw, recall, inspect, repair, replace, adjust, remove, or dispose of your "product" or your "work" because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in the "product" or "work";

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

5. Any "operations suits" brought as a result of your intentional refusal to negotiate a reasonable settlement prior to the "suit";
6. Allegations arising out of your activities as an insurance agent, broker or solicitor;
7. Any violation of an odometer, disclosure of prior damage, truth-in-lending or truth-in-leasing law; or
8. Allegations which are covered by other valid and collectible insurance.

D. Paragraph C. LIMIT OF INSURANCE is amended as follows:

1. The following is added to paragraph 1. AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

The Aggregate Limit of Insurance - "Operations Suits" shown in the Declarations and these rules fix the most we will pay, regardless of the number of:

- a. "Insureds";
- b. Acts or omissions which result in "operations suits";
- c. "Operations suits" brought; or
- d. Persons or organizations bringing "operations suits";

for the defense of all "operations suits" brought within each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance - Operations Suits.

2. The following is added to paragraph 2. EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS":

The Per "Operations suit" Limit of Insurance is the most we will pay, regardless of the number of:

- a. "Insureds";
- b. Acts or omissions which result in the "operations suit"; or
- c. Persons or organizations bringing the "operations suit";

for defense of an "operations suit".

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

3. The following is added for the coverage provided by this endorsement only:
 - a. Following the conclusion of an "operations suit", we will pay all covered reasonable and necessary sums due your "attorneys" within 30 days of receiving their itemized bill. However, the covered defense costs:
 - (1) Must be at prevailing rates usual to the locality for the nature of the work; and
 - (2) Must include your "attorney's" daily record of work done and documentation of expenses.
 - b. If an "operations suit" contains allegations not covered by this additional insurance, we will only pay that portion of your "attorney's" bill pertaining to defense of an "operations suit" to which this insurance applies.

E. DEDUCTIBLE

Our obligation to pay defense costs and other expenses to settle an "operations suit" applies only in excess of the Deductible stated in the Declarations.

II. SECTION V - GARAGE CONDITIONS is changed as follows:

- A. For the purposes of this endorsement only, paragraph A. LOSS CONDITIONS subparagraph 2. DUTIES IN THE EVENT OF ACCIDENT CLAIM SUIT OR LOSS is replaced with the following:
 2. DUTIES IN THE EVENT OF OPERATIONS SUIT
 - a. In the event of "operations suit", you must give us or our authorized representative prompt notice of the "suit". Include:
 - (1) All legal papers and documents pertaining to the "operations suit";
 - (2) How and when the act or omission causing the "operations suit" took place;
 - (3) The names and addresses of persons involved or witnesses.
 - b. You must also cooperate and assist us:
 - (1) In our investigations;
 - (2) If we elect to defend, in the defense; and

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

- (3) If we decide to enforce contribution, subrogation, or indemnification of payments made by us.
- B. For the purpose of this endorsement only, Paragraph B. GENERAL CONDITIONS subparagraph 5. OTHER INSURANCE is replaced by the following:
5. OTHER INSURANCE
- a. This additional insurance is excess over any other valid and collectible and shall not contribute to it.
 - b. If other valid and collectible insurance does not pay your defense costs, we will pay to the extent this additional insurance would apply in the absence of other insurance. However, we will then be entitled to your rights against the other insurance.
- C. For this endorsement only, paragraph B. GENERAL CONDITIONS subparagraph 7. POLICY PERIOD, COVERAGE TERRITORY is replaced with the following:
7. POLICY PERIOD, COVERAGE TERRITORY
- This insurance applies only to "operations suits" filed against you:
- a. In the United States of America, its territories or possessions, Puerto Rico or Canada; and
 - b. While this insurance is in effect

III. ADDITIONAL DEFINITIONS

As used in this endorsement:

- A. "Attorney" means any person licensed to practice law in any jurisdiction of the United States, its possessions or territories, the District of Columbia or Canada.
- B. "Operations suit" means a civil proceeding, arbitration or mediation brought against you by or on behalf of a customer of yours and arising out of your "products" or "work".
- C. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses:
 - 1. False arrest, detention, or imprisonment;
 - 2. Malicious prosecution;
 - 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 5. Oral or written publication of material that violates a person's right of privacy.
 6. Use of another's advertising idea in your advertisement;
 7. Infringement of copyright, title or slogan in your advertisement.
 8. Errors in the description of any product, prize or price committed in a joint advertising venture;
 9. Any alleged breach of contract in a joint advertising venture; or
 10. Discrimination, except employment related discrimination.
- D. "Products" means the goods or products, other than real property, that you make, sell, handle, distribute, rent, or lease to others.
- E. "Work" means installation, service, or repair operations performed by you or by someone else at your request.

All other terms and provisions of this policy remain unchanged

CA 88 50 10 01



FALSE PRETENSE COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. The following is added to SECTION I - COVERED AUTOS:

For "loss" caused by "false pretense", a covered "auto" shall include any "auto" you have acquired and, if coverage symbol 30 is indicated for the Physical Damage Coverage, a "customer's auto" in your possession for service or repair.

B. SECTION IV - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The following is added to paragraph A. COVERAGE:

We will pay for "loss" to a covered "auto" caused by "false pretense".

2. Paragraph B. EXCLUSIONS is amended as follows:

a. Exclusion 3. FALSE PRETENSE is replaced with the following:

"Loss" caused by or resulting from someone causing you to voluntarily part with a covered "auto" by any fraudulent scheme, trick or device, except for "loss" caused by "false pretense".

b. The following exclusion is added:

We will not pay for a "false pretense" "loss":

- (1) After the first installment payment has been made;
- (2) Due solely to an insufficient funds check;
- (3) Due solely to an undisclosed lien;
- (4) Due to incorrect information on a credit application or rental or lease agreement other than false or forged name, social security number or signature;
- (5) As the result of your contractual obligation to become liable in the event of default by the purchaser;
- (6) Due to non-payment for any reason, of any credit you extend;
- (7) Due to bankruptcy.

3. Paragraph C. LIMITS OF INSURANCE is amended by the addition of the following:

The most we will pay for "loss" caused by "false pretense" is the FALSE PRETENSE COVERAGE Per Person Limit shown in the Declarations for all "loss" caused by any one person, group of individuals, or organization within the policy period.

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FALSE PRETENSE COVERAGE - CONTINUED

4. Paragraph D. DEDUCTIBLE is amended by the addition of the following:

Our obligation to pay for repair or to replace a covered "auto" due to a "false pretense" "loss" will be reduced by the deductible for this coverage indicated in the Declarations. We will also deduct the actual value of any property or cash down payment delivered to you in full or partial payment for title to or possession of a covered "auto". This reduction does not apply to a "loss" arising out of receiving an "auto" from a seller who did not have legal title to the "auto".

- C. SECTION V - GARAGE CONDITIONS is amended as follows:

1. The following is added to Loss Condition 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS of paragraph A. LOSS CONDITIONS:

If there is a "loss" to a covered "auto" due to "false pretense" you must notify the police and agree to file a complaint with the proper authorities (empowered to issue warrants) against the person(s) or organization(s) causing the "loss".

2. The following is added to General Condition 5. OTHER INSURANCE of paragraph B. GENERAL CONDITIONS:

The "false pretense" coverage provided by this endorsement does not apply to "autos" owned or acquired by you and insured through a floor plan or finance source. However, "false pretense" coverage does apply to the value of improvements you have made to the covered "auto" (after you acquire it) which increase its value and exceeds the amount due from such other insurance.

- D. For the coverage provided by this endorsement, SECTION VI - DEFINITIONS is amended by the addition of the following:

"False pretense" means "loss" to a covered "auto" resulting from any of the following:

1. Someone causing you to voluntarily part with possession of or evidence of title to a covered "auto" when induced, at the time of sale, by:
 - a. Receipt of a forged or counterfeit instrument in payment;
 - b. Receipt of a check or other instrument written on an account closed before the instrument is presented for payment;
 - c. A false or forged name, social security number or signature on a credit application or if coverage is provided for leased or rented "autos", a rental or lease agreement;
 - d. Any other criminal scheme, criminal trick or criminal device.

You must have had legal title to and possession of the covered "auto" prior to the "loss".

2. Having acquired an "auto" from a seller who did not have legal title.

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FALSE PRETENSE COVERAGE - CONTINUED

3. Confiscation of a covered "auto" you own by a governmental or civil authority, for alleged or actual violations of laws governing the distribution, sale or use of a controlled substance, if the alleged or actual violations were committed by your customer or your "employee" without the knowledge or consent of you, your partners (if you are a partnership), members (if you are a limited liability company), directors or executive officers.
4. If a covered "auto", your voluntarily parting with a "customer's auto" resulting from a fraudulent scheme, trick or device. The "customer's auto" must have been in your possession immediately prior to the "loss".
5. Criminal conversion of a covered "auto" by:
 - a. Any person to whom you furnish a covered "auto" for their regular use; or
 - b. Your customer.

All other terms and provisions of this policy remain unchanged.

CA 88 56 10 01



BROADENED GARAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SECTION I - PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

A. COVERAGE

We will pay all sums the "insured" legally must pay as damages, including punitive damages where insurable by law, because of "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the Coverage Territory and during the Policy Period.

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

1. WHO IS AN INSURED

The following are "insureds":

- a. You and your spouse.
- b. Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses is an "insured" for "personal and advertising injury" resulting from conduct of any other partnership.
- c. Your "employees", executive officers, directors and stockholders but only while acting within the scope of their duties.

2. COVERAGE EXTENSIONS

Supplementary Payments. In addition to the Personal And Advertising Injury Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within the Personal And Advertising Injury Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

- d. All costs taxed against the "insured" in any "suit" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal And Advertising Injury Limit of Insurance.

B. EXCLUSIONS

1. This Insurance does not apply to:

a. "personal and advertising injury":

- (1) For which the "insured" has assumed liability under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
- (2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- (3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
- (4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
- (5) Arising out of any discrimination that includes an act that took place before the effective date of this insurance.
- (6) Arising out of any dishonest, malicious, fraudulent, criminal or intentional act, however, this exclusion does not apply to you if such act was committed by your "employee" (other than a partner, member, director, or executive officer) without your direction or your knowledge.
- (7) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- (8) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- (9) Arising out of the wrong description of the price of goods products or services stated in your "advertisement".
- (10) Committed by an "insured" whose business is advertising, broadcasting, publishing or telecasting.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

(11) To:

(a) A person arising out of any:

- (i) Refusal to employ that person;
- (ii) Termination of that persons employment; or
- (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (i), (ii) or (iii) above are directed.

This exclusion applies:

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

b. Any loss, cost or expense arising out of any:

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

2. The following is added to Paragraph B. EXCLUSIONS of SECTION II - LIABILITY COVERAGE:

PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

C. PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE

Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" (if applicable) and regardless of the number of "insureds", claims made, or "suits" brought or persons or organizations making claim or bringing "suits", the most we will pay for the sum of all damages because of all "personal and advertising

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

injury" sustained by any one person or organization is the Personal And Advertising Injury Limit of Insurance shown in the Declarations.

The Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal and advertising injury".

D. ADDITIONAL DEFINITIONS

As used in this coverage:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

"Mental injury" means humiliation, shock, fright, hurt, or damage as it related to an individual's emotional and intellectual well-being.

"Personal and advertising injury" means "mental anguish" or "mental injury", including consequential "bodily injury" arising out of one or more of the following offenses:

1. False arrest, detention, or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
5. Oral or written publications of material that violates a person's right of privacy;
6. Use of another's advertising idea in your "advertisement";
7. Infringement of copyright, title or slogan in your "advertisement".
8. Errors in the description of any product, prize or price committed in a joint advertising venture;
9. Any alleged breach of contract in a joint advertising venture; or
10. Discrimination, except employment related discrimination.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION II - HOST LIQUOR LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following:

We will also pay all sums the "insured" legally must pay as damages because of "bodily injury" or "property damage" arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

SECTION III - FIRE LEGAL LIABILITY COVERAGE

LIABILITY COVERAGE for "garage operations" is changed as follows:

- A. The insurance applies to "property damage" caused by fire to premises while rented to you or temporarily occupied by you with the permission of the owner.
- B. Exclusions 3 through 17 do not apply to the insurance provided by SECTION III of this endorsement.
- C. Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than "Autos" (if applicable), the most we will pay for all "property damage" resulting from any one fire is \$50,000 unless another limit is shown in the Schedule for this endorsement.
- D. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

SECTION IV - INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to any "insured" in the business or occupation of providing any of the services listed under the following definition:

As used in this coverage:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

"Bodily injury" also includes injury resulting from:

1. Providing or failing to provide any medical or related professional services;
2. Furnishing food or drink connected with any medical or other professional services; or
3. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION V - NON-OWNED WATERCRAFT COVERAGE

LIABILITY COVERAGE is changed as follows:

A. Exclusion 11., WATERCRAFT OR AIRCRAFT is replaced by the following:

This insurance does not apply to:

- a. Any aircraft; or
- b. Any watercraft except a watercraft under 50 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations".

B. If there is other applicable insurance covering damages payable under NON-OWNED WATERCRAFT COVERAGE, we will not make any payments under this coverage.

SECTION VI - ADDITIONAL PERSONS INSURED

LIABILITY COVERAGE is changed by adding the following to the WHO IS AN INSURED:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

SECTION VII - AUTOMATIC LIABILITY COVERAGE - NEWLY ACQUIRED GARAGE BUSINESS (90 days)

As used in this coverage:

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

"Insured" also includes as named "insured" any garage business that is acquired or formed by you or over which you maintain ownership or majority interest. However, "insured" does not include any garage business:

1. That is a joint venture;
2. That is an "insured" under any other similar liability or indemnity policy;
3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
4. 90 days or more after its acquisition or formation by you.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION VIII - LIMITED WORLDWIDE LIABILITY COVERAGE

- A. The POLICY PERIOD, COVERAGE TERRITORY Garage Condition is changed by adding the following:

We also cover "bodily injury", "property damage" or "personal and advertising injury" that:

1. Occurs during the policy period shown in the Declarations; and
2. Is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside one of those places.

The original "suit" for damages resulting from such "bodily injury", "property damage" or "personal and advertising injury" must be brought within the coverage territory.

- B. We will not provide LIMITED WORLDWIDE LIABILITY COVERAGE for any "work you performed".

All other terms and provisions of this policy remain unchanged.

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LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

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COMMERCIAL AUTO

POLICY NUMBER 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

EFFECTIVE DATE
12-31-01

EMPLOYMENT PRACTICES ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GARAGE COVERAGE FORM

SCHEDULE

LIMITS OF LIABILITY \$ /EACH ACT; \$ /ANNUAL AGGREGATE
DEDUCTIBLE %

(IF NO ENTRY APPEARS ABOVE, INFORMATION REQUIRED TO COMPLETE THIS
ENDORSEMENT WILL BE SHOWN IN THE DECLARATIONS AS APPLICABLE TO
THIS ENDORSEMENT.)

THE POLICY IS AMENDED BY THE ADDITION OF THE FOLLOWING:

A. COVERAGE

1. WE WILL PAY ALL SUMS AN "INSURED" LEGALLY MUST PAY AS DAMAGES, INCLUDING PUNITIVE DAMAGES WHERE INSURABLE BY LAW, BECAUSE OF "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY" TO WHICH THIS INSURANCE APPLIES. THIS INSURANCE APPLIES TO "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY" ONLY IF IT IS CAUSED BY AN "ACT" OF "DISCRIMINATION", "WRONGFUL TERMINATION", OR "HARASSMENT" THAT RESULTS FROM YOUR EMPLOYMENT PRACTICES.
2. WE HAVE THE RIGHT AND DUTY TO DEFEND ANY "INSURED" AGAINST ANY "SUIT" ASKING FOR THESE DAMAGES. HOWEVER, WE HAVE NO DUTY TO DEFEND ANY "INSURED" AGAINST A "SUIT" SEEKING DAMAGES FOR AN "ACT" TO WHICH THIS ADDITIONAL INSURANCE DOES NOT APPLY. WE MAY INVESTIGATE AND SETTLE ANY CLAIM OR "SUIT" AS WE CONSIDER APPROPRIATE. OUR DUTY TO DEFEND OR SETTLE ENDS WHEN THE APPLICABLE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY THE PAYMENT OF JUDGMENTS OR SETTLEMENTS.
3. WHO IS AN INSURED
FOR THE PURPOSES OF THIS ENDORSEMENT ONLY, THE FOLLOWING ARE INSUREDS;
 - A. YOU, THE NAMED INSURED;
 - B. IF YOU ARE AN INDIVIDUAL, YOUR SPOUSE IS ALSO AN "INSURED";
 - C. IF YOU ARE A PARTNERSHIP, YOUR PARTNERS AND THEIR SPOUSES ARE "INSUREDS", BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS;

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COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

- D. IF YOU ARE A LIMITED LIABILITY COMPANY, YOUR MEMBERS ARE "INSURED" BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS;
- E. YOUR DIRECTORS AND STOCKHOLDERS, BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS; AND
- F. YOUR EXECUTIVE OFFICERS AND OTHER "EMPLOYEES" BUT ONLY WHILE ACTING WITHIN THE COURSE AND SCOPE OF THEIR EMPLOYMENT.

EXCEPT WITH RESPECT TO THE LIMITS OF LIABILITY, THE ADDITIONAL INSURANCE PROVIDED BY THIS ENDORSEMENT APPLIES SEPARATELY TO EACH "INSURED".

B. EXCLUSIONS

THE ADDITIONAL INSURANCE PROVIDED BY THIS ENDORSEMENT DOES NOT APPLY TO:

- 1. ANY DISHONEST, MALICIOUS, FRAUDULENT, CRIMINAL OR INTENTIONAL "ACT"; HOWEVER, THIS EXCLUSION DOES NOT APPLY TO YOU IF SUCH "ACT" WAS COMMITTED BY YOUR "EMPLOYEE" (OTHER THAN A PARTNER, DIRECTOR, OR EXECUTIVE OFFICER) WITHOUT YOUR DIRECTION OR YOUR KNOWLEDGE;
- 2. ANY LIABILITY OF OTHERS ASSUMED BY ANY "INSURED" UNDER A CONTRACT OR FORMAL AGREEMENT.
- 3. ANY "ACT", THAT INCLUDES AN "ACT" WHICH TOOK PLACE BEFORE THE EFFECTIVE DATE OF THIS INSURANCE.
- 4. "DISCRIMINATION" OR "HARASSMENT" AGAINST ANY PERSON IN CONNECTION WITH THE ADMINISTRATION OF YOUR EMPLOYEE BENEFITS PROGRAM.
- 5. EXPENDITURES TO MODIFY, REPAIR OR REPLACE ANY WORKPLACE OR FACILITIES TO ACCOMMODATE THE PHYSICAL OR EMOTIONAL DISABILITIES OF ANY "EMPLOYEE" OR PROSPECTIVE "EMPLOYEE".
- 6. LIABILITY ARISING OUT OF ANY STRIKES, LOCKOUTS, DOWNSIZING ACTIONS OR FACILITY CLOSINGS.
- 7. FINES, PENALTIES, ASSESSMENTS OR DUTIES IMPOSED BY, STATE OR FEDERAL LAWS INCLUDING, BUT NOT LIMITED TO, THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974, THE FAIR LABOR STANDARDS ACT, THE NATIONAL LABOR RELATIONS ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE AMERICANS WITH DISABILITIES ACT, COBRA, ERISA, WORKERS' COMPENSATION ACT, OR ANY SIMILAR LAWS.

C. LIMITS OF LIABILITY

THE MOST WE WILL PAY UNDER THIS ADDITIONAL INSURANCE FOR ALL DAMAGES RESULTING FROM:

- 1. ANY ONE "ACT" IS THE EACH ACT LIMIT OF LIABILITY SHOWN IN THE SCHEDULE; AND
- 2. ALL "ACTS" COMMITTED DURING THE POLICY PERIOD IS THE ANNUAL AGGREGATE LIMIT OF LIABILITY SHOWN IN THE SCHEDULE.

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COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

D. CLAIM DEDUCTIBLE

1. OUR OBLIGATION TO PAY DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS WILL BE REDUCED BY A DEDUCTIBLE EQUAL TO THE DEDUCTIBLE PERCENTAGE SHOWN IN THE SCHEDULE, FOR EACH "SUIT" OR CLAIM FILED AGAINST YOU, MULTIPLIED BY THE TOTAL OF ALL DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS.
2. THE MOST WE WILL DEDUCT FOR ALL DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS FOR EACH CLAIM OR "SUIT" IS THE DEDUCTIBLE PERCENTAGE MULTIPLIED BY THE EACH ACT LIMIT OF LIABILITY SHOWN IN THE SCHEDULE.
3. THE TERMS OF THIS INSURANCE, INCLUDING THOSE WITH RESPECT TO:
 - A. OUR RIGHT AND DUTY TO DEFEND THE INSURED AGAINST ANY "SUIT" SEEKING THOSE DAMAGES; AND
 - B. YOUR DUTIES IN THE EVENT OF A CLAIM OR "SUIT"APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE.
4. WE MAY PAY ANY PART OR ALL OF THE DEDUCTIBLE AMOUNT TO EFFECT SETTLEMENT OF ANY CLAIM OR "SUIT" AND, UPON NOTIFICATION OF THE ACTION TAKEN, YOU SHALL PROMPTLY REIMBURSE US FOR THE PART OF THE DEDUCTIBLE AMOUNT THAT HAS BEEN PAID BY US.

E. POLICY PERIOD, COVERAGE TERRITORY

THIS ENDORSEMENT APPLIES TO "ACTS" OCCURRING WHILE THIS ADDITIONAL INSURANCE IS IN EFFECT AND ONLY IN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, PUERTO RICO OR CANADA.

F. DEFINITIONS

1. THE FOLLOWING DEFINITION REPLACES THE DEFINITION IN THE GARAGE COVERAGE FORM AND APPLIES ONLY TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT.

"SUIT" MEANS A CIVIL PROCEEDING IN WHICH DAMAGES BECAUSE OF "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY", TO WHICH THIS INSURANCE APPLIES, ARE ALLEGED. A "SUIT" WILL INCLUDE AN ARBITRATION PROCEEDING, AN ADMINISTRATIVE PROCEEDING BY A FEDERAL, STATE, OR LOCAL GOVERNMENTAL ENTITY, OR OTHER ALTERNATIVE DISPUTE RESOLUTION PROCEEDING IN WHICH COVERED DAMAGES ARE CLAIMED AND TO WHICH THE "INSURED" MUST SUBMIT OR DOES SUBMIT WITH OUR CONSENT.
2. THE FOLLOWING DEFINITIONS APPLY IN ADDITION TO THE DEFINITIONS INCLUDED IN THE GARAGE COVERAGE FORM AND APPLY TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT ONLY.

"ACT" MEANS ALL CONDUCT, INCLUDING CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL HARMFUL CONDUCT, BY AN INDIVIDUAL OR GROUP OF INDIVIDUALS, WHETHER DIRECTED AT AN INDIVIDUAL OR GROUP OF INDIVIDUALS.

GA 000100 05 00

COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

"DISCRIMINATION" IS TO DISTINGUISH BY DISCERNING OR EXPOSING DIFFERENCES BASED ON SEX, AGE, RACE, RELIGION, NATIONAL ORIGIN, OR PHYSICAL CAPABILITIES.

"HARASSMENT" IS UNWELCOME ADVANCES, WHETHER VERBAL OR PHYSICAL, REQUESTS FOR SEXUAL FAVORS, AND OTHER VERBAL OR PHYSICAL CONDUCT WHEN:

- A. SUBMISSION TO SUCH CONDUCT BY AN INDIVIDUAL IS MADE EXPLICITLY OR IMPLICITLY A TERM OR CONDITION OF EMPLOYMENT.
- B. SUBMISSION TO, OR REJECTION OF SUCH CONDUCT BY AN "EMPLOYEE" IS USED AS THE BASIS FOR AN EMPLOYMENT DECISION.
- C. AND SUCH CONDUCT HAS THE PURPOSE OR AFFECT TO INTERFERE WITH AN "EMPLOYEES" WORK PERFORMANCE, OR CREATES A HOSTILE OR INTIMIDATING ENVIRONMENT.

"MENTAL ANGUISH" IS EXTREME PAIN OR DISTRESS INFLICTED UPON AN "EMPLOYEE'S" EMOTIONAL AND INTELLECTUAL CONDITION WITH REGARDS TO THE "EMPLOYEE'S" RESPONSE TO THE ENVIRONMENT.

"MENTAL INJURY" IS HUMILIATION, SHOCK, FRIGHT, HURT, OR DAMAGE, AS IT RELATES TO AN "EMPLOYEE'S" EMOTIONAL AND INTELLECTUAL WELL-BEING.

"WRONGFUL TERMINATION" IS TERMINATION OF AN EMPLOYMENT RELATIONSHIP IN A MANNER WHICH IS AGAINST THE LAW, OR IN BREACH OF AN IMPLIED AGREEMENT TO CONTINUE EMPLOYMENT. WRONGFUL TERMINATION DOES NOT INCLUDE DAMAGES LEGALLY OWED UNDER AN EXPRESS CONTRACT OF EMPLOYMENT OR AN EXPRESS OBLIGATION TO MAKE PAYMENTS IN THE EVENT OF THE TERMINATION OF EMPLOYMENT.

ALL OTHER TERMS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

GA 000100 05 00



AUTOMOBILE DEALERS ECONOMIC LOSS COVERAGE - NEW VEHICLES

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The policy is amended by the addition of the following:
SECTION IV - PHYSICAL DAMAGE COVERAGE

A. COVERAGE, is modified to include the following:

ECONOMIC LOSS.

We will pay for "economic loss" caused by collision or overturn including collision or overturn as a result of theft, provided the cost to repair the "auto" exceeds 10% of the "actual dealer cost".

We will only pay for "economic loss" under this endorsement if the "auto":

1. Is a private passenger vehicle or truck type of 10,000 GVW or less;
2. Has not been previously titled and registered;
3. Has an odometer reading of less than 6,000 miles; and
4. Has been repaired for the collision damage which resulted in "economic loss".

B. LIMITS OF INSURANCE

The most we will pay for "economic loss" to a covered "auto" is 10% of the "actual dealer cost" or the limit listed in the Declarations, whichever is less.

C. ADDITIONAL DEFINITIONS

SECTION VI - DEFINITIONS is modified, for this endorsement only, by the addition of the following:

"Actual Dealer Cost" is the amount of the dealer invoice plus any dealer installed (including subcontractor installed) accessories and enhancements, exclusive of profit, factory holdback, advertising and overhead expense.

"Actual Retail Price" is the final retail price of the vehicle excluding taxes, title, registration, and tags.

"Economic Loss" means the difference between the "actual dealer cost" and the "actual retail price" of a repaired "auto" when the "actual retail price" is less than the "actual dealer cost".

All other terms and provisions of the policy remain unchanged.

GA 000200 05 00

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. LEASING CONCERNS CONTINGENT LIABILITY COVERAGE - If coverage is indicated in the Declarations, the following modifications apply:

1. SECTION II - LIABILITY COVERAGE and any required No-fault and Uninsured Motorist Insurance is amended, for this endorsement only, by the addition of the following:

- a. Coverage is provided by this endorsement on a contingent basis, for a covered "auto" which is a "leased auto" subject to the following conditions:
 - (1) The "lessee" has furnished you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured on the "lessee's" policy as required by the "leasing agreement";
 - (2) At the time of an "accident" the insurance required by the "leasing agreement" is not collectible; and
 - (3) You have met all of the Loss Conditions in the "lessee's" insurance policy and have made an attempt to recover damages for "loss" from the "lessee's" coverage. A letter declining coverage under the "lessee's" policy will validate your efforts.
 - b. If you have been notified of the "lessee's" policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:
 - (1) The date you regain custody of the "leased auto", or
 - (2) 30 days after the effective date of cancellation of the "lessee's" policy.
 - c. For you, your "employees", or agents, the limit of our liability, for the insurance provided by this endorsement, is the limit of liability shown in the Declarations as applicable to this coverage.
 - d. For the "lessee", any "employee" or agent of the "lessee" or any person, except you or your "employees" or agents, operating the "leased auto" with the permission of any of these, limit of our liability for the insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law in the state where the accident occurs.
2. SECTION II - LIABILITY COVERAGE, Paragraph B. EXCLUSION 7. does not apply to a "leased auto" to which this endorsement applies.

GA 000800 05 00

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE - CONTINUED

B. LEASING CONCERNS CONTINGENT PHYSICAL DAMAGE - If coverage is indicated in the Declarations, the following modifications apply:

1. SECTION IV - PHYSICAL DAMAGE COVERAGE, Paragraph A. COVERAGE, is amended, for this endorsement only, by the addition of the following:

a. Coverage is provided by this endorsement on a contingent basis, for a covered "auto" which is a "leased auto" subject to the following conditions:

- (1) The "lessee" furnishes you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured or loss Payee on the "lessee's" policy as required by the "leasing agreement";
- (2) At the time of an "accident" the insurance required by the "leasing agreement" is not collectible; and
- (3) You have met all of the Loss Conditions in the "lessee's" insurance policy and have made an attempt to recover damages for "loss" from the "lessee's" coverage. A letter declining coverage under the "lessee's" policy will validate your efforts.

b. If you have been notified of the "lessee's" policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:

- (1) The date you regain custody of the "leased auto", or
- (2) 30 days after the effective date of cancellation of the "lessee's" policy.

2. SECTION IV - PHYSICAL DAMAGE COVERAGE, Paragraph B. EXCLUSION, Subparagraph 2.a. does not apply to a "leased auto" to which this endorsement applies.

C. GARAGE CONDITIONS AND DEFINITIONS MODIFIED BY THIS ENDORSEMENT

1. SECTION V - GARAGE CONDITIONS is modified, for this entire endorsement, by the addition of the following:

a. Paragraph B., GENERAL CONDITIONS, is modified by the addition of the following:

- (1) 5. OTHER INSURANCE is replaced with the following, for this endorsement only: The insurance provided by this endorsement is excess over any other collectible insurance whether primary, excess, or contingent, unless such insurance is specifically written to apply in excess of this policy.

GA 000800 05 00

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE - CONTINUED

(2) 6. PREMIUM AUDIT is amended by the addition of the following:

- c. We may examine and audit your records during the policy period and within one year after the termination of this insurance to the extent that they relate to the premium basis for this coverage.

2. SECTION VI - DEFINITIONS is modified, for this entire endorsement only, by the addition of the following:

- a. "Leased auto" means an "auto" you lease to a "lessee" under a "lease agreement".
- b. "Lessee" means a person or organization who leases an "auto" from you under a "lease agreement".
- c. "Lease agreement" means a written agreement between you and a "lessee" which:
 - (1) Provides for the exclusive use of a "leased auto" by the "lessee" for a period of not less than six consecutive months; and
 - (2) Requires the "lessee" to provide:
 - (a) Physical damage insurance on the "leased auto" if we are providing Contingent Physical Damage Coverage.
 - (b) Liability insurance on the "leased auto" if we are providing Contingent Liability Coverage.

All other terms and provisions of the policy remain unchanged.

GA 000800 05 00

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BROAD FORM COMPLETED OPERATIONS

This endorsement modifies insurance provided under the:
GARAGE COVERAGE FORM

I. SECTION II - LIABILITY COVERAGE is amended as follows:

- B. EXCLUSIONS is amended by replacing the subparagraph titled WORK YOU PERFORMED with the following:

This insurance does not apply to any of the following:

WORK YOU PERFORMED

"Property damage" to "work you performed", but solely as respects "property damage" to:

- a. the faulty work out of which the "loss" arises; or
- b. the defective parts, material, or equipment used in connection with the work and out of which the "loss" arises.

All other terms and provisions of the policy remain unchanged.

GA 000900 (0493)



EXCLUSION OF AUTOS LOANED TO SCHOOLS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A. SECTION II - LIABILITY COVERAGE is changed by adding the following to B. EXCLUSIONS:

This insurance does not apply to:

Any "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program. However, if liability insurance obtained by the school is not available:

1. This exclusion shall not apply to you; and
2. If required by law, this insurance will provide minimum financial responsibility limits on such "auto" for the school and persons authorized to operate such "auto".

- B. SECTION IV-PHYSICAL DAMAGE COVERAGE is changed by adding the following to B. EXCLUSIONS:

This insurance does not apply to:

Any "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program.

- C. The AUTO MEDICAL PAYMENTS COVERAGE endorsement is changed by adding the following to C. EXCLUSIONS:

This insurance does not apply to:

"Bodily injury" to anyone while occupying or using an "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program. However, this exclusion shall not apply to you.

All other terms and provisions of the policy remain unchanged.

CA 88 03 05 00

COMMERCIAL AUTO

POLICY NUMBER 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

EFFECTIVE DATE
12-31-01

ALL TERRAIN VEHICLES LIMITATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GARAGE COVERAGE FORM

THIS POLICY, INCLUDING ANY MEDICAL PAYMENTS OR REQUIRED NO-FAULT COVERAGES MADE A PART OF IT, EXCLUDES AND DOES NOT APPLY TO:

ANY "LOSS" ARISING OUT OF:

1. THE LEASE OR RENTAL OF ANY "ALL TERRAIN VEHICLE";
2. CUSTOMER DEMONSTRATION OF ANY "ALL TERRAIN VEHICLE" WHICH THE INSURED OWNS AND ALLOWS CUSTOMERS TO OPERATE AWAY FROM AN INSURED LOCATION AS DESCRIBED IN THE DECLARATIONS.

THE FOLLOWING DEFINITION IS ADDED FOR THIS ENDORSEMENT ONLY:

"ALL TERRAIN VEHICLE" MEANS MOTOR VEHICLES DESIGNED PRINCIPALLY FOR RECREATIONAL USE OFF PUBLIC ROADS, WHETHER OR NOT SUBJECT TO MOTOR VEHICLE REGISTRATION INCLUDING, BUT NOT LIMITED TO, SNOWMOBILES AND MINIBIKES.

ACKNOWLEDGEMENT	DATE
INSURANCE REPRESENTATIVE	
INSURED	
TITLE	

ALL OTHER CONDITIONS, TERMS, PROVISIONS, AND DEFINITIONS REMAIN THE SAME AND DO APPLY.

CA 88 07 05 00



DEALERS DRIVEAWAY COLLISION COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

PHYSICAL DAMAGE COVERAGE is changed as follows:

The exclusion relating to collision "loss" to covered "autos" driven or transported more than fifty road miles from point of purchase or distribution to their destination does not apply.

CA 88 08 05 00



AMENDMENT - DEDUCTIBLE FOR COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Under SECTION II - LIABILITY COVERAGE, paragraph D. DEDUCTIBLE is replaced by the following:

We will deduct \$500 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

CA 88 09 05 00



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK
DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY
UMBRELLA LIABILITY COVERAGE PART

1. The insurance does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage:"
- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form - CONTINUED

- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property threat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material" "Special nuclear material" or "by-product material;"

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

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

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

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if any any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

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

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form - CONTINUED

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

"Property damage" includes all forms of radioactive contamination of property.

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03-01-05
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PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS

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

3. CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

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

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to



PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL - CONTINUED

insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

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

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

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

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PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL - CONTINUED

2. INCREASE OF PREMIUM

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

IL 02 46 09 00

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01070



PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

IL 09 10 (Ed. 01 81)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

LYNN A. SHARP,

Plaintiff

vs.

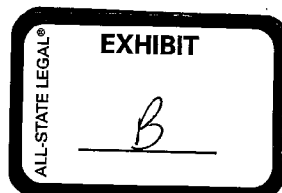
No.

CANDACE A. EAZOR, Administrator
of the Estate of Richard A. Eazor,
Defendant

COMPLAINT

AND NOW, comes Plaintiff, Lynn A. Sharp, by and through her attorneys, The Hopkins Law Firm, and files the within Complaint against Candace A. Eazor, Administrator of the Estate of Richard A. Eazor and in support thereof says as follows:

1. Lynn A. Sharp is an adult individual maintaining a principal residence at 416 Maple Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, Candace A. Eazor, is an adult individual who resides at 508 North Court, DuBois, Pennsylvania 15801. Candace A. Eazor was appointed as Administrator of the Estate of Richard A. Eazor by the Register of Wills of Jefferson County, Pennsylvania by document dated October 17, 2002.
3. On October 6, 2002, Richard A. Eazor was driving an automobile owned by Plaintiff in or about the Siegel area.
4. Plaintiff was a passenger sitting in the front passenger seat on the right hand side of the motor vehicle operated by Richard A. Eazor.



5. Without cause nor reason from the Plaintiff, Richard A. Eazor drove the motor vehicle in a negligent, careless and reckless manner so as to cause same to leave the roadway striking a tree.

6. The negligence, carelessness and recklessness of Richard A. Eazor, consisted of one or more of the following acts:

- a. Operating the motor vehicle while intoxicated;
- b. Operating the motor vehicle at a rate of speed far in excess of the posted speed limit and in excess of the fair, safe and reasonable speed for the roadway where the collision occurred;
- c. Failing to operate the motor vehicle on the right side of the roadway;
- d. Operating the motor vehicle without due regard to the rights, safety and well being and position of Plaintiff under the circumstances;
- e. Operating the motor vehicle without regard to the current weather and road conditions;
- f. Operating the motor vehicle at such a speed so as to not be able to stop within his assured cleared distance;
- g. Failing to maintain the motor vehicle on the roadway;
- h. Operating motor vehicle without a valid drivers license;
- i. Such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery.

7. As a direct, proximate, natural, foreseeable and probable consequence of Richard A. Eazor's negligence, carelessness and reckless conduct, Plaintiff suffered

severe personal injuries, including, but not limited to, head injuries, collapsed lung, bleeding spleen, right leg injuries and left foot injuries.

8. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered, and will suffer in the future, great pain, agony and inconvenience.

9. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff may lose wages in the future and will suffer a reduction in her earning power.

10. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has incurred, and will in the future incur, expenses for medical treatment and physical therapy in an amount not yet ascertained.

11. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered loss in the quality of her life.

12. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered serious injuries within the meaning of Commonwealth of Pennsylvania statutes.

13. Defendant is liable for Plaintiff's injuries described herein, inasmuch as Plaintiff's injuries are the direct, proximate, natural, foreseeable and probable consequences of Richard Eazor's negligence, carelessness and reckless conduct.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages in an amount exceeding \$20,000.00, costs of suit, interest and such further relief as the Court may deem just and equitable.

COUNT II

14. Plaintiff repeats all of the allegations set forth in Count I as if set forth at length herein.

15. The actions of Richard A. Eazor, operating a motor vehicle while intoxicated with a blood alcohol content in excess of the legal limit as defined by the statutes of the Commonwealth of Pennsylvania and at a time Defendant was prohibited from consuming any alcohol under the terms of probation as a result of Richard A. Eazor having been convicted of driving under the influence of alcohol.

16. The actions of Richard A. Eazor constitutes deliberate intentional or grossly negligent act and as a result thereof, Plaintiff has suffered damages as set forth in Count I.

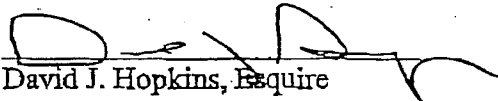
WHEREFORE, Plaintiff demands judgment against Defendant, Candace A. Eazor, Administrator of the Estate of Richard A. Eazor, for the following:

- a. Compensatory damages in excess of \$20,000.00;
- b. Punitive damages;
- c. Cost of suit;
- d. Such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by twelve jurors on all issues presented herein.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Plaintiff

vs.

LYNN A. SHARP,
Defendant

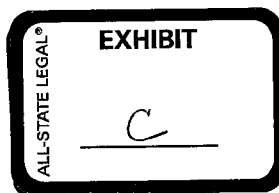
NO. 48 2003-CD

FILED
JAN 23 2003
TONYAS...
PRO. & CLERK...

COMPLAINT

AND NOW, comes CANDACE A. EAZOR, Administratrix of the Estate of her brother, RICHARD A. EAZOR, by and through her Attorneys, FERRARO & YOUNG, and files the within Complaint against LYNN A. SHARP and sets forth the following concise facts:

1. CANDACE A. EAZOR is an adult individual who resides at 508 North Court, DuBois, PA (15801), and has been duly appointed as the Administratrix of the Estate of her brother, RICHARD A. EAZOR, by the Register of Wills of Jefferson County, PA, on October 17, 2002.
2. LYNN A. SHARP is an adult individual whose current address is 416 Maple Avenue, DuBois, Clearfield County, PA (15801).
3. At all times material to the within Complaint, the said RICHARD A. EAZOR and LYNN A. SHARP were living together at the residence of RICHARD A. EAZOR at Game School Road, RR #1, Polk Township, Jefferson County, PA
4. At all times material hereto, the Defendant, LYNN A. SHARP, had declared her residence as being that of RICHARD A. EAZOR in Polk Township, Jefferson County, Pennsylvania, and had enrolled her daughter, Renee, in the Brockway Area School District, and declared that address as her residence.



COUNT I – WRONGFUL DEATH/SURVIVAL ACTION

5. Paragraphs 1 through 4 above are hereby incorporated in this Count by reference thereto.

6. On or about October 6, 2002, LYNN A. SHARP was driving her automobile in or about the Sigel area in Jefferson County, PA.

7. The said RICHARD A. EAZOR was a passenger sitting in the front passenger seat on the right hand side of the motor vehicle which was being operated by LYNN A. SHARP at all times material hereto.

8. Without cause or reason from the Plaintiff, the said Defendant, LYNN A. SHARP, drove the motor vehicle in a negligent, careless and reckless manner so as to cause the same to leave the highway and strike a tree.

9. The negligence, carelessness and recklessness of LYNN A. SHARP consisted of one or more of the following acts:

- (a) Operating the motor vehicle while intoxicated;
- (b) Operating the motor vehicle at a rate of speed far in excess of the posted speed limit and in excess of the fair, safe and reasonable speed for the roadway where the collision occurred;
- (c) Failing to operate the motor vehicle on the right side of the roadway;
- (d) Operating the motor vehicle without due regard to the rights, safety and well-being and position of Plaintiff under the circumstances;
- (e) Operating the motor vehicle without regard to the current weather and road conditions;
- (f) Operating the motor vehicle at such a speed so as to not be able to stop within her assured cleared distance;
- (g) Failing to maintain the motor vehicle on the roadway; and
- (h) Such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery.

10. As a direct, proximate, natural, foreseeable and probable consequence of LYNN A. SHARP's negligence, carelessness and reckless conduct, the said RICHARD A. EAZOR suffered severe and fatal personal injuries, resulting in his death prior to arriving

at the DuBois Regional Medical Center, which included blunt force to the head, blunt force to the face, fracture or dislocation of the face, blunt force to the chest, fracture or dislocation of the chest and soft, closed wound to the chest, all of which resulted in cardiac arrest, which is the direct and proximate result of the injuries sustained and the negligence of the Defendant.

11. As the direct and proximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR suffered great pain, agony and inconvenience from the time of the collision until his death, a short time later in Jefferson County, PA.

12. As a direct and approximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR has lost wages in the future and terminated any earning power.

13. As a direct and proximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR suffered the loss of his life.

14. Defendant, LYNN A. SHARP, is liable for the wrongful death and survival action for the loss of his life, said action by his family, heirs and his Estate, whose injuries, losses and death are the direct, proximate, natural, foreseeable and probable consequences of LYNN A. SHARP's negligence, carelessness and reckless conduct.

WHEREFORE, CANDACE A. EAZOR, Administratrix for the Estate of RICHARD A. EAZOR respectfully demands judgment against the Defendant for compensatory damages in an amount exceeding \$20,000.00, costs of suit, interest and such further relief as the Court may deem just and equitable.

COUNT II – GROSS NEGLIGENCE

15. Paragraph 1 through 14 above are hereby incorporated in this Count by reference thereto. — -

16. The actions of LYNN A. SHARP, IN operating a motor vehicle while under the influence of blood alcohol content in excess of the legal limit as defined by the statutes of the Commonwealth of Pennsylvania, and at a time when Defendant was driving under the influence of alcohol constitutes gross negligence.

17. The actions of LYNN A. SHARP constitute deliberate, intentional or grossly negligent acts and as a result thereof, RICHARD A. EAZOR suffered the loss of his life as set forth in Count I.

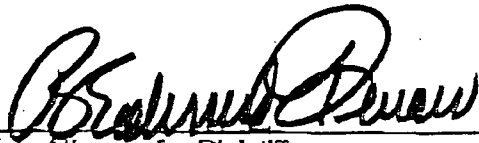
WHEREFORE, Plaintiff demands judgment against the Defendant, LYNN A. SHARP, for the following:

- (a) Compensatory damages in excess of \$20,000.00;
- (b) Punitive damages;
- (c) Costs of suit;
- (d) Such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all the issues presented herein.

Respectfully submitted,

BY: 
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

LYNN A. SHARP,

Plaintiff

vs.

No. 02-1890-C.D.

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Defendant

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY PENNSYLVANIA
(CIVIL DIVISION)

FILED

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Plaintiff

vs.

No. 48 C.D. 2003

NOV 19 2004

TONYA S. GEIST
PRO. & CLERK of COURTS

LYNN A. SHARP,

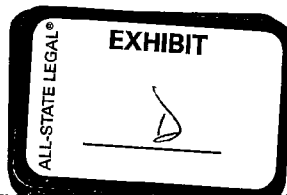
Defendant

CONSENT ORDER

AND NOW, this 26th day of May, 2004, upon consent of the parties, it is
hereby ORDERED and ADJUDGED as follows:

1. The Petition to Coordinate Actions Pursuant to Pa.R.C.P. §213.1 filed by
Lynn A. Sharp is hereby granted;
2. Court of Common Pleas of Clearfield County case of Lynn A. Sharp vs.
Candace A. Eazor, Administratrix of the Estate of Richard A. Eazor filed to Docket No.
2002-1890 C.D. and Court of Common Pleas of Jefferson County case of Candace A.
Eazor, Administratrix of the Estate of Richard A. Eazor vs. Lynn A. Sharp filed to

ENTERED



Docket No. 48-C.D. 2003 shall be coordinated in the Court of Common Pleas of Clearfield County;

3. All discovery and pre-trial matters in the coordinated cases shall be filed in Clearfield County using the caption of this Order;

4. The trial of the coordinated cases shall be heard in Clearfield County; and

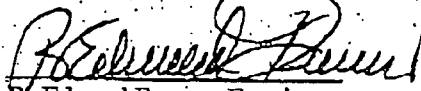
5. All proceedings in the Court of Common Pleas of Jefferson County shall be stayed.

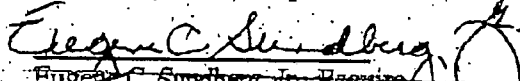
BY THE COURT,

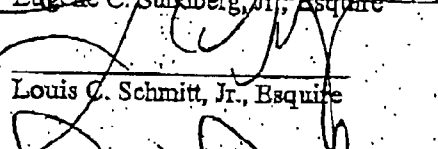
/s/ Paul E. Cherry

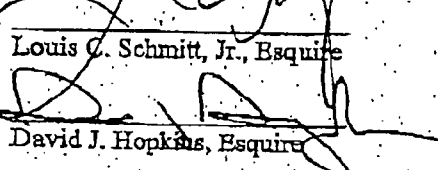
JUDGE.

I hereby consent to the form and entry of the within Order.


B. Edward Ferraro, Esquire


Eugene C. Sundberg, Jr., Esquire


Louis C. Schmitt, Jr., Esquire


David J. Hopkins, Esquire

WILLIAM WEILER, JR., ESQUIRE

20399 ROUTE 19 NORTH, SUITE 205
CRANBERRY TOWNSHIP, PA 16066
724/776-3795 FAX: 724/742-9066
e-mail: wweilerlaw@zoominternet.net

December 3, 2004

VIA FAX AND U. S. MAIL: 888/533-7827

Sentry Insurance
Customer Service Department
1800 North Point Drive
Stevens Point, WI 54481

RE: Dick Eazor Chevrolet-Pontiac
Policy No. 49-71684-14

Dear Sirs:

I represent Dick Eazor Chevrolet-Pontiac and the Estate of Richard Eazor. Richard Eazor died in an automobile accident, which occurred on October 6, 2002. He was a passenger in a 1989 Chevrolet Corsica owned by the driver, Lynn A. Sharp, which struck a tree at approximately 4:00 a.m. on that date. The vehicle was not owned by Dick Eazor Chevrolet-Pontiac or Richard Eazor in any manner. Ms. Sharp's automobile policy had a \$15,000.00/\$30,000.00 limitation for first party benefits.

We are hereby making a claim for underinsured motorist coverage under the provisions of the above-referenced policy. I will forward you a complete demand letter, which includes our expert medical report, and our expert economic loss report, a copy of the driver/owner's declarations page, and all other supporting documents, in the near future.

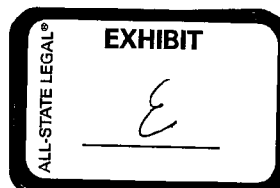
I am also writing to request that you forward to me a copy of the loss run for each applicable policy period arising during the period of January 1, 2000 through December 1, 2004. Please forward the loss runs to my attention at your earliest convenience.

Thank you for your time and consideration in this matter. If you have any questions or comments, please do not hesitate to call.

Sincerely,


William Weiler, Jr., Esquire

WW/llr



WILLIAM WEILER, JR., ESQUIRE

20399 ROUTE 19 NORTH, SUITE 205
CRANBERRY TOWNSHIP, PA 16066
724/776-3795 FAX: 724/742-9066
e-mail: wweilerlaw@zoominternet.net

December 10, 2004

Sentry Insurance
Customer Service Department
1800 North Point Drive
Stevens Point, WI 54481

DEC 13 2004

RE: Estate of Richard Eazor, Jr., Candace Eazor, Executrix, and Dick Eazor
Chevrolet-Pontiac
Policy No. 49-71684-14

Dear Sirs:

I represent Dick Eazor Chevrolet-Pontiac and the Estate of Richard Eazor, Jr. Richard Eazor died as the result of blunt force trauma injuries suffered in an automobile accident, which occurred on October 6, 2002. He was a passenger in a 1989 Chevrolet Corsica owned and operated by Lynn A. Sharp, which struck a tree at approximately 4:00 a.m. on that date, after Ms. Sharp lost control of her vehicle attempting to swerve to avoid hitting a deer. Mr. Eazor was not wearing a seat belt, and the vehicle had no airbags. He struck the passenger side dashboard of the Corsica with his chest, but apparently was not aware that he had suffered massive internal injuries at the time.

After the accident, Mr. Eazor attempted to remove Ms. Sharp through the driver's side door of the vehicle, but the door was inoperable as a result of the damage caused by the impact. He therefore pulled her over and across the center console, and attempted to have her walk with him to a nearby house. Upon ascertaining that she had a compound fracture of the right ankle, such that she could not walk, he left her at the accident scene, in the passenger's side front seat of her vehicle, and walked to the road to flag down a vehicle. The parties were picked up by two individuals, William J. Cox and Rebecca L. Barraclough, and driven to Ms. Barraclough's home, where an ambulance was summoned. Ms. Sharp was taken by Life Flight to Allegheny General Hospital in Pittsburgh. Mr. Eazor was then taken by ambulance to a local hospital as a precautionary measure. However, he died of his injuries either immediately to or during the ambulance transport, and was declared dead upon arrival at the hospital.

The State Police Report states that the driver of the vehicle was driving at an unsafe speed for conditions, in violation of 75 Pa. C.S.A. Section 3361. No citation was issued to either Ms. Sharp or Mr. Eazor. State Trooper Guy Battestilli, who wrote the report, admitted in his deposition that he made the presumption that Mr. Eazor was driving, as Ms. Sharp was

Sentry Insurance
December 9, 2004

in the passenger side of the vehicle, where Mr. Eazor had placed her prior to seeking assistance, when he arrived at the accident scene. Based on this presumption, Trooper Battestilli states in the police report that there were also violations of 75 Pa. C.S.A. Section 3731, Driving while Intoxicated, and Section 1543B, Driving on a Suspended License, by Mr. Eazor. As admitted by Trooper Battestilli, however, he did not personally witness the accident. Therefore, his opinion as to who was driving is inadmissible hearsay. *Andrews v. Jackson*, 235 A.2d 452 (Pa. Super. 1967). Furthermore, according to the deposition testimony of numerous after-the-fact witnesses, including Mr. Cox and Ms. Barraclough, and the other State Troopers at the scene, Ms. Sharp admitted that she was in fact the driver, not Mr. Eazor. Prior to his death, Mr. Eazor stated to witnesses that Ms. Sharp was driving as well. A copy of the Pennsylvania State Police Report is hereto attached as Exhibit "A."

Ms. Sharp has since stated, in her deposition, that she cannot remember who was driving, despite the clear admissions and statements against her own interest that she made to others at the time of the accident.

Ms. Sharp's Progressive Insurance Co. automobile policy provided for \$15,000.00/\$30,000.00/\$10,000.00 coverage limitations. A copy of her Declarations Page for her Progressive automobile policy is enclosed as Exhibit "B." No proceeds have been paid to Mr. Eazor's Estate from that policy.

A review of Mr. Eazor's Sentry policy reveals that there is \$500,000.00 in UIM coverage. Enclosed you will find the expert economic loss report of James L. Kenkel, Ph.D., which calculates the minimum economic loss resulting from Mr. Eazor's death as being in the amount of \$823,533.43, while the maximum economic loss is in the amount of \$1,004,313.10. As the minimum economic loss is well above the Sentry UIM policy limitation, we are hereby making a claim for the entire UIM benefit. I am enclosing Dr. Kenkel's report as Exhibit "C."

Enclosed as Exhibit "D" is a copy of the expert medical and biomechanical report of Dr. John C. Lyons. Dr. Lyons examined Ms. Sharp's vehicle, as well as the medical records and depositions taken in this case. He states in his report, within a reasonable degree of both medical and scientific certainty, that Ms. Sharp's injuries are consistent with her admissions that she was the driver of the Corsica at the time of the accident. This is based Dr. Lyons' detailed analysis of the injuries suffered by Ms. Sharp, as well as her aforesaid admissions at the time of the accident.

Dr. Lyons also states in his report, within a reasonable degree of both medical and scientific certainty, that Mr. Eazor's injuries are consistent with his admissions made immediately prior to his death, that he was the passenger of the Corsica at the time of the

Sentry Insurance
December 9, 2004

accident. He specifically notes from the autopsy report of Mr. Eazor, that the Coroner observed that "[t]he outer aspect of the body includes three, faint, red, contusive marks in a pattern of concentric arches over the lower mid-chest anteriorly" Dr. Lyons observed that these marks are clearly consistent with and in the same pattern as the three air vents he personally observed on the passenger side of the dashboard of Ms. Lyons' vehicle.

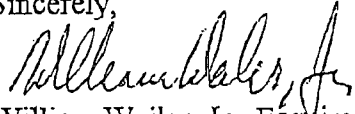
I am enclosing, as Exhibits "E", "F" and "G", respectively, copies of Mr. Eazor's death certificate, his autopsy report, and his medical records. There are minimal medical records, as Mr. Eazor died prior to receiving any medical treatment for his injuries other than those provided by the ambulance service.

As stated in the State Police Report, the operator of this vehicle was clearly negligent in driving too fast for conditions, in violation of 75 Pa. C.S.A. Section 3361, and lost control of the vehicle while negotiating a sharp right hand bend in the road, thereby striking a tree. The statements of Ms. Sharp to witnesses, as well as the medical injuries she sustained, unequivocally indicate that she was the driver of the vehicle at the time of the accident. As such, it was her negligence that cause Mr. Eazor's death. As her Progressive Insurance Co. policy of insurance affords only a minimal amount of benefits for Mr. Eazor in comparison to his economic loss, he is clearly entitled to claim the entire UIM benefit afforded him under your policy of insurance.

I am again requesting that you forward to Candace Eazor, the Executrix, a copy of the loss reserve run for each applicable policy period arising during the time frame of January 1, 2000 through December 1, 2004. Please forward the loss reserve runs to her attention at your earliest convenience.

Thank you for your time and consideration in this matter. If you have any questions or comments, or require any additional documentation, please do not hesitate to call.

Sincerely,


William Weiler, Jr., Esquire

WW/lr

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SENTRY INSURANCE COMPANY,

CIVIL DIVISION

Plaintiff,

No. 05-334-CD

v.

Issue No.

LYNN A. SHARP, and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,

**AMENDED EQUITABLE
INTERPLEADER COMPLAINT**

Defendant.

Code:

Filed on behalf of Plaintiff

Counsel of record for this party:

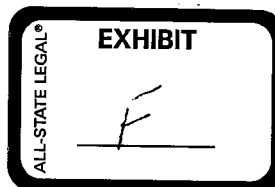
John T. Pion, Esquire
PA I.D. # 43675

Sarah B. Heineman, Esquire
PA I.D. # 91040

DICKIE, MCCAMEY & CHILCOTE, P.C.
Firm #067
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA	
SENTRY INSURANCE COMPANY,	) CIVIL DIVISION
	)
Plaintiff,	) No.05-334-CD
	)
vs.	)
LYNN A. SHARP, and	)
CANDACE A. EAZOR, Administrator of	)
the Estate of Richard Eazor,	)
	)
Defendants.	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY, OR BY AN ATTORNEY, AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY CLAIM OR RELIEF REQUESTED BY THE DEFENDANT. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER, THEN YOU SHOULD 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
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA	
SENTRY INSURANCE COMPANY,	) CIVIL DIVISION
	)
Plaintiff,	) No.05-334-CD
	)
vs.	)
LYNN A. SHARP, and	)
CANDACE A. EAZOR, Administrator of	)
the Estate of Richard Eazor,	)
	)
Defendants.	

AMENDED EQUITABLE INTERPLEADER COMPLAINT

Plaintiff SENTRY INSURANCE COMPANY, by its attorney, DICKIE, McCAMEY & CHILCOTE, P.C., files this Complaint for Equitable Interpleader, and avers the following:

1. Plaintiff, Sentry Insurance Company, ("Sentry"), is an Insurance Company which is authorized and licensed to issue policies of insurance in the Commonwealth of Pennsylvania.
2. Defendant Lynn A. Sharp ("Sharp") is an adult individual maintaining a principal residence at 416 Maple Avenue, Dubois, Clearfield County, Pennsylvania 15801.
3. Defendant, Candace A. Eazor, is an adult individual who resides at 508 North Court, DuBois, Pennsylvania 15801. Candace A. Eazor was appointed as Administrator of the Estate of Richard A. Eazor by the Register of Wills of Jefferson County, Pennsylvania by document dated October 17, 2002.
4. Richard Eazor ("Eazor") was insured by Sentry Insurance under Insurance Policy number 49-71684-14 ("Policy"). Attached as Exhibit "A."
5. The Policy had an underinsured motorist coverage provision for \$500,000 and liability coverage provision for \$500,000. See Exhibit "A."

6. On October 6, 2002, Defendants were involved in a single vehicle accident, where the vehicle they occupied impacted with a tree.

7. The vehicle was owned and insured by Defendant Sharp.

8. On December 6, 2002, Defendant Sharp filed a complaint in the Court of Common Pleas of Clearfield County against Defendant Richard Eazor Estate alleging she was a passenger of the vehicle Richard Eazor was negligently operating when it impacted with a tree. *See* Sharp Complaint attached as Exhibit "B"

9. On January 22, 2003, Richard Eazor's Estate filed a complaint in Jefferson County against Defendant Sharp alleging Richard Eazor was the passenger of the vehicle Defendant Sharp was negligently operating when it impacted with a tree. *See* Eazor Complaint attached as Exhibit "C."

10. On May 27, 2004, the two cases were coordinated in the Court of Common Pleas of Clearfield County. *See* Court of Common Pleas of Clearfield County Court Order dated November 19, 2004 attached as Exhibit "D."

11. The issue as to who was the driver has not been determined.

12. On December 3, 2004, Defendant Eazor's Estate made a claim for the Under Insured Motorist Coverage of \$500,000, the full limit under the Policy. *See* William Weiler, Jr., Esquire's Letter Dated December 3, 2004 attached as Exhibit "E."

13. Due to these conflicting accounts, Sentry Insurance is unclear as to whether it owes liability damages or owes underinsured motorist coverage under the policy.

14. Sentry has incurred no independent liability to any claimant and claims no title to or beneficial interest in the said proceeds, but is a mere Stakeholder.

15. Sentry has no means of determining to whom the said proceeds are payable.

16. Sentry has no means other than this action of protecting itself against the exposure of contradicting liability as to the said proceeds on the part of Defendants.

17. No act on Sentry's part has caused the conflicting claims or the peril to Plaintiff of vexation by multiple litigation, and there is no collusion now, nor has there been collusion at any time, between Sentry and Defendants, or any of them, as to this action or as to the disposition of the said proceeds.

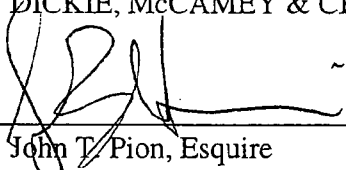
18. Sentry is ready and willing, and hereby offers to deposit the said proceeds in Court or with such person as the Court shall direct.

WHEREFORE, Plaintiff prays:

- a. That Defendants be restrained by injunction from taking any proceedings against Plaintiff in relation to the said proceeds;
- b. That Defendants be required to interplead together concerning their claims to the said proceeds;
- c. That some person be authorized by the Court to receive the said proceeds pending such litigation;
- d. That upon delivery of the said proceeds to such receiver, Sentry be discharged from any and all liability to any and all of the Defendants in relation thereto;
- e. For such other and further relief as the Court deems proper.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By: 

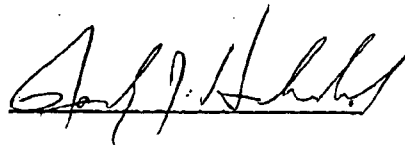
John T. Pion, Esquire
Sarah B. Heineman, Esquire
Attorneys for Plaintiff

Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402
(412) 281-7272

VERIFICATION

I, Randy J. Hohendadel, Claims Representative of Sentry Insurance, have read the foregoing Amended Equitable Interpleader Complaint. The Statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S.A. 4904 relation to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.



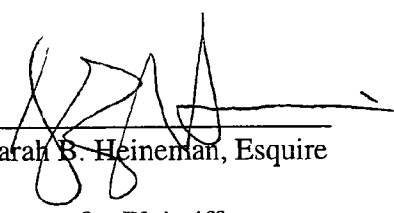
Randy J. Hohendadel

DATED: 3/24/05

CERTIFICATE OF SERVICE

I, Sarah B. Heineman, Esquire, hereby certify that true and correct copies of the foregoing Amended Equitable Interpleader Complaint have been served this 29 day of March 2005, by U.S. first-class mail, postage prepaid, to the following counsel of record:

DICKIE, McCAMEY & CHILCOTE, P.C.

By: 

Sarah B. Heineman, Esquire

Attorneys for Plaintiff
Sentry Insurance

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SENTRY INSURANCE COMPANY,	)	
	)	CIVIL DIVISION
	)	
Plaintiff,	)	No.05-334-CD
	)	
vs.	)	
LYNN A. SHARP, and	)	
CANDACE A. EAZOR, Administrator of	)	
the Estate of Richard Eazor,	)	
	)	
Defendants.	)	

ORDER

AND NOW, this _____ day of _____, 2005, it is hereby ORDERED, ADJUDGED, and DECREED that Sentry's Motion to Pay Out Funds is Granted and Defendants are restrained by injunction from taking any proceedings against Plaintiff in relation to the said proceeds; Defendants are required to interplead together concerning their claims to the said proceeds; the Court will receive the said proceeds; that upon delivery of the said proceeds to the Court, Sentry will be discharged from any and all liability to any and all of the Defendants in relation to the claims from Lynn A. Sharp and Candace A. Eazor, Administrator of the Estate of Richard Eazor arising from the October 6, 2002 automobile accident; and Defendants will be required to sign releases relieving Sentry of any and all liability arising from the October 6, 2002 automobile accident.

BY THE COURT,

_____ J

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Motion to Pay Out Funds has been served via U.S. Mail, first-class, postage pre-paid, this 20 day of July, 2005, upon all parties of record as follows:

David J. Hopkins, Esquire
902 Beaver Drive
DuBois, PA 15801

R. Edward Ferraro, Esquire
690 Main Street
Brockway, PA 15824

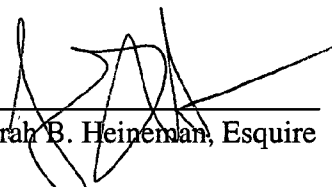
Gregory M. Kruk, Esquire
690 Main Street
Brockway, PA 15824

Eugene C. Sundberg, Jr., Esquire
300 State Street, Suite 300
Erie, PA 16507

Louis C. Schmitt, Jr., Esquire
P.O. Box 533
Hollidaysburg, PA 16648

William Weiler, Jr., Esquire
20399 Route 19 North
Suite 205
Cranberry Township, PA 16066

DICKIE, McCAMEY & CHILCOTE, P.C.

By: 
Sarah B. Heineman, Esquire
Attorneys for Plaintiff
Sentry Insurance

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

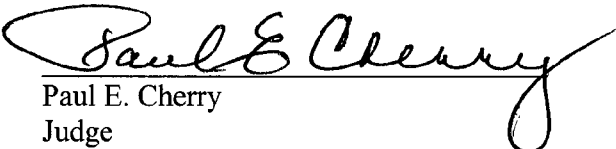
SENTRY INSURANCE COMPANY :
:
vs. : No. 05-334-CD
:
LYNN A. SHARP, and CANDACE :
A. EAZOR, Administrator of the :
Estate of Richard Eazor :

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01/10:15 PM Any Pion
JUL 26 2005 w/ memo
William A. Shaw Re: service
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 25th day of July, 2005, upon consideration of
Plaintiff's Motion to Pay Out Funds filed in the above matter, it is the Order of the
Court that argument has been scheduled for the 7th day of September,
2005, at 1:30 P.M, in Courtroom No. 2, Clearfield County
Courthouse, Clearfield, PA.

BY THE COURT:


Paul E. Cherry
Judge



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

MEMO: To all parties filing Petitions/Motions in Clearfield County:

Please make note of the following:

Rule 206(f) The party who has obtained the issuance of a Rule to Show Cause shall forthwith serve a true and correct copy of both the Court Order entering the Rule and specifying a return date, and the underlying Petition or Motion, upon every other party to the proceeding in the manner prescribed by the Pennsylvania Rules of Civil Procedure (see PA. R.C.P. 440) and upon the Court Administrator.

Rule 206(g) The party who has obtained the issuance of a Rule to Show Cause shall file with the Prothonotary, within seven (7) days of the issuance of the Rule, an Affidavit of Service indicating the time, place and manner of service. Failure to comply with this provision may constitute sufficient basis for the Court to deny the prayer of the Petition or Motion.

***** Please note: This also includes service of scheduling orders obtained as the result of the filing of any pleading.**

FILED

012:53/51 2cc
SEP 09 2005 Atty: Pion

William A. Shaw
Prothonotary/Clerk of Courts Hopkins
Weiler

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA (60)

CIVIL DIVISION

SENTRY INSURANCE COMPANY :

VS. : NO. 05-334-CD

LYNN A. SHARP and :

CANDACE A. EAZOR, Administratrix:

of the Estate of Richard Eazor :

O R D E R

NOW, this 7th day of September, 2005, this being the date set for hearing on a Motion to Pay Out Funds filed on behalf of Plaintiff, Sentry Insurance Company; the Court noting that David J. Hopkins, Esquire, has appeared on behalf of Defendant Lynn A. Sharp; and that Eugene C. Sunberg, Jr., Esquire, had previously advised the Court that they do not have any objection to Sentry Insurance Company paying out their funds, albeit into court; the Court having advised counsel that there would be a poundage charge for paying out funds into court; the Court also noting that interest accumulated on said proceeds will be a higher yield under Attorney Hopkins, Esquire, escrow account than depositing said sum with the Court, it is the ORDER of this Court that said motion be and is hereby granted; Defendants are hereby restrained by injunction from taking any proceedings against Plaintiff Sentry Insurance Company in relation to the said proceedings.

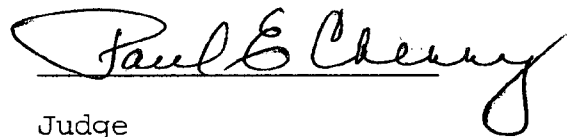
It is the further Order of this Court that the

Defendants are required to interplead together concerning their claims to the said proceeds. That Plaintiff, Sentry Insurance Company, shall forward said proceed to David J. Hopkins, Esquire, counsel for Lynn A. Sharp. David J. Hopkins, Esquire, shall deposit said funds into an interest-bearing account and no proceeds shall be withdrawn from said account until further Order of Court;

Upon delivery of said proceeds to Attorney Hopkins, Plaintiff, Sentry Insurance Company, shall be discharged from any and all liability to any and all Defendants in relation to the claims from Lynn A. Sharp and Candace A. Eazor, Administratrix of the Estate of Richard Eazor, which may arise from the October 6, 2002, automobile accident.

It is the further Order of this Court that Defendants shall sign any and all releases relieving Sentry Insurance Company of any and all liability arising from the October 6, 2002, automobile accident.

BY THE COURT,


Judge

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

SENTRY INSURANCE CO.
Plaintiff

:
:
:
:
:
:
:
:
:

CIVIL ACTION

vs.

No. 2005-334 C.D.

LYNN A. SHARP and
CANDACE A. EAZOR, Administrator of
Estate of Richard Eazor,
Defendants

ORDER

AND NOW, this _____ day of _____, 2005, the Petition of Lynn
A. Sharp is granted and Lynn A. Sharp is added to the record as Party/Plaintiff and
enjoined from commencing or further prosecuting any action in any court against Sentry
Insurance Company to enforce in whole or in part any claim against Sentry Insurance
Company against the escrow funds in the trust account of Hopkins Heltzel LLP.

BY THE COURT,

JUDGE

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

SENTRY INSURANCE CO.
Plaintiff

vs.

LYNN A. SHARP and
CANDACE A. EAZOR, Administrator of
Estate of Richard Eazor,
Defendants

CIVIL ACTION

No. 2005-334 C.D.

Type of Pleading: Petition to
Intervene

Filed on behalf of: Lynn A. Sharp,
Plaintiff.

Counsel of Record for this party:

THE HOPKINS LAW FIRM

DAVID J. HOPKINS, ESQUIRE

Attorney at Law

Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE

Attorney at Law

Supreme Court No. 83998

900 Beaver Drive

DuBois, Pennsylvania 15801

(814) 375-0300

Dated: 10-18-2005

FILED ^{icc}
013:2834 ^{Att}
OCT 18 2005 ^{Hopkins}

William A. Shaw ^{GA}
Prothonotary/Clerk of Courts

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

SENTRY INSURANCE CO.	:	
Plaintiff	:	CIVIL ACTION
	:	
vs.	:	No. 2005-334 C.D.
	:	
LYNN A. SHARP and	:	
CANDACE A. EAZOR, Administrator of	:	
Estate of Richard Eazor,	:	
Defendants	:	

PETITION TO INTERVENE

AND NOW, comes Petitioner, Lynn Sharp, by and through her attorneys,
Hopkins Heltzel, LLP and files the within Petition to Intervene as follows:

1. Your Petitioner is Lynn Sharp who resides at 316 Olive Avenue, DuBois,
Pennsylvania 15801.

2. Petitioner is not currently a party to the above captioned matter but will
make a claim upon escrow monies deposited by Sentry Insurance Company into the
escrow account of Hopkins Heltzel LLP.

3. The basis of Petitioner's claim is set forth in a Complaint filed in the Court
of Common Pleas of Clearfield County at No. 02-189 C.D. titled Lynn A. Sharp vs.
Candace A. Eazor, Administratrix of the Estate of Richard A. Eazor, a photocopy of
which is attached hereto and is incorporated by reference as if set forth at length herein.

4. The Petition is filed in good faith and not in collusion with the Plaintiff or
any other claimant.

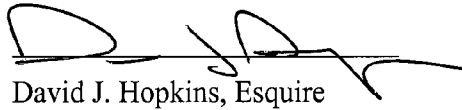
5. Petitioner is entitled to the money deposited into the escrow account of
Hopkins Heltzel LLP by Sentry Insurance Company inasmuch as Sentry Insurance

Company provided a policy of liability insurance covering Richard Eazor who was a negligent driver of a motor vehicle that caused serious personal injuries to Lynn A. Sharp.

6. The claims of all of the relevant parties are set forth in a coordinated action in the Court of Common Pleas in No. 02-1890 C.D.

WHEREFORE, Petitioner respectfully requests permission to intervene and the \$500,000.00 plus accrued interest be paid to the Petitioner, Lynn A. Sharp.

Respectfully submitted,


David J. Hopkins, Esquire

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

SENTRY INSURANCE CO.
Plaintiff

vs.

LYNN A. SHARP and
CANDACE A. EAZOR, Administrator of
Estate of Richard Eazor,
Defendants

:
:
:
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:

No. 2005-334 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Petition to Intervene, filed on behalf of Lynn A. Sharp, was forwarding by first class mail, postage prepaid, on the 18th day of October, 2005, to all counsel of record, addressed as follows:

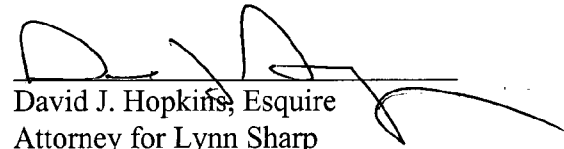
R. Edward Ferraro, Esquire
690 Main Street
Brockway, PA 15824

Louis C. Schmitt, Jr., Esquire
Pfaff, McIntyre, Dugas, Hartye & Schmitt
P.O. Box 533
Hollidaysburg, PA 16648

Eugene C. Sundberg, Jr., Esquire
Marsh Spaeder Baur Spaeder & Schaaf, LLP
Suite 300, 300 State Street
Erie, PA 16507

Sarah Heineman, Esquire
Two PPG Place, Suite 400
Pittsburgh, PA 15222

William Weiler, Jr., Esquire
20399 Route 19 North
Suite 205
Cranberry Twp., PA 16066



David J. Hopkins, Esquire
Attorney for Lynn Sharp

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

SENTRY INSURANCE CO.
Plaintiff

vs.

No. 2005-334 C.D.

LYNN A. SHARP and
CANDACE A. EAZOR, Administrator of
Estate of Richard Eazor,
Defendants

FILED ^{icc}
014:00/61 ^{Atty}
OCT 24 2005 ^{Hopkins}
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

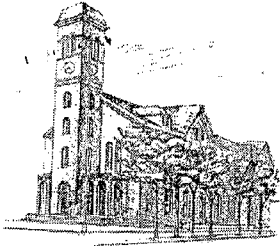
AND NOW, this 20th day of October, 2005, upon
consideration of the foregoing Petition to Intervene, filed on behalf of Lynn Sharp, it is
hereby ordered that:

1. A Rule is issued upon the Respondents to show cause why the moving party is not entitled to the relief requested;
2. The Respondent shall file an answer to the motion within 20 days of this date;
3. The Petition shall be decided under Pa.R.C.P. 206.7;
4. Depositions and all other discovery shall be completed within 60 days of this date;
5. An evidentiary hearing on disputed issues of material fact shall be held on December 28, 2005 @ 9:00 AM, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. 2;
6. Argument shall be held on December 28, 2005 @ 9:00 am, in Courtroom No. 2 of the Clearfield County Courthouse; and

7. Notice of the entry of this Order shall be provided to all parties by the moving party.

BY THE COURT,

Paul E. Cherry
JUDGE



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

X You are responsible for serving all appropriate parties.

_____ The Prothonotary's office has provided service to the following parties:

_____ Plaintiff(s)/Attorney(s)

_____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

SENTRY INSURANCE CO.,
Plaintiff,

v.

**LYNN A. SHARP and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,**

Defendants.

CIVIL DIVISION

CASE NO. 2005-334 CD

**RESPONSE TO PETITION FOR
RULE TO SHOW CAUSE**

Filed on Behalf of Defendant,
Candace A. Eazor, Administrator of the
Estate of Richard Eazor

Counsel of Record for This Party:

WILLIAM WEILER, JR., ESQUIRE
PA ID. #50497

20411 ROUTE 19 NORTH
SUITE 13
CRANBERRY TWP., PA 16066
(724) 776-3795

FILED ^{no} _{cc}
m1110761
NOV 18 2005
William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

SENTRY INSURANCE CO.,

CIVIL DIVISION

Plaintiff,

CASE NO. 2005-334 CD

v.

**LYNN A. SHARP and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,**

Defendants.

RESPONSE TO PETITION FOR RULE TO SHOW CAUSE

AND NOW, comes the Defendant, Candace A. Eazor, Administrator of the Estate of Richard Eazor, by her attorney, William Weiler, Jr., Esquire, and file the within Response to the Petition for a Rule to Show Cause filed by Defendant Lynn A. Sharp in the above-captioned case.

IN SUPPORT THEREOF, Defendant Candace A. Eazor avers as follows:

1. At issue herein is the request of the Defendant, Lynn A. Sharp, to pay to her the amount of \$500,000.00, which was interplead into this Court in the within action by the Plaintiff, Sentry Insurance Co., in full and complete satisfaction of its responsibilities and obligations under a Garage Policy issued to its insured, Dick Eazor Chevrolet-Pontiac, Policy No. 49-71684-14.

2. Defendants Lynn A. Sharp and Candace A. Eazor, have filed complaints arising from a one car motor vehicle accident occurring October 6, 2002, which have been consolidated but not coordinated in the Court of Common Pleas of Clearfield County at Case

No. 02-1890-CD, wherein the Estate alleged that Defendant Sharp was the driver of the vehicle, and wherein Defendant Sharp alleged that the Decedent was the driver of the vehicle, and that the driver's negligence of the respective Defendant in each action was the sole and proximate cause of the injuries and damages suffered by the respective Plaintiffs.

3. On October 22, 2004, this Court entered an Order granting Defendant Sharp's oral Motion for Summary Judgment in Defendant Eazor's action, wherein Defendant Sharp was the named Defendant, which was originally filed in the Court of Common Pleas of Jefferson County at Case No. 48 CD 2003.

4. The Court determined that Defendant Eazor, as the non-moving party, could not sustain her burden of proving that Defendant Sharp was the driver, and that she had operated the car in a negligent manner.

5. A timely Appeal was filed to the Superior Court at Docket No. 2013 WDA 2004, to the Order dated October 22, 2004.

6. No trial has been held in the Civil Action filed by Defendant Sharp in the Court of Common Pleas of Clearfield County at Case No. 02-1890-CD, and no determination has ever been made by this Court that Defendant Eazor's Decedent was the driver of the vehicle, or that he was operating the vehicle in a negligent manner.

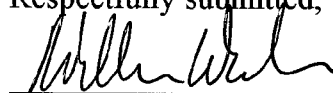
7. The funds sought by Defendant Sharp herein were interplead by Plaintiff to ensure that Plaintiff Sentry Insurance Co. could not be responsible to each of the Defendants in their respective actions, in the event that each Defendant herein would prevail in their separate civil action for the underlying motor vehicle accident, thus requiring Plaintiff Sentry

Insurance Co. to pay \$1,000,000.00 for the respective claims, when the policy limit was for only \$500,000.00.

8. As the Defendant Eazor's underlying civil action is currently on appeal before the Superior Court, and as there has been no final judgment or award entered against Defendant Eazor on Defendant Sharp's underlying action by any court of competent jurisdiction, the request to this Court to direct the payment of the funds held by the Court to Defendant Sharp is premature, such that the within Request for a Rule to Show Cause is arbitrary, capricious and frivolous, in violation of 42 Pa. C.S.A. Section 2503(9).

WHEREFORE, Defendant Candace A. Eazor, Administrator of the Estate of Richard Eazor respectfully request this Honorable Court to dismiss the within Rule to Show Cause with prejudice, and to further direct Defendant Lynn A. Sharp and her counsel, David J. Hopkins, Esquire, to pay counsel fees for the filing of this arbitrary, capricious and frivolous Petition for a Rule to Show Cause, pursuant to 42 Pa. C.S.A. Section 2503(9).

Respectfully submitted,



William Weiler, Jr., Esquire

CERTIFICATE OF SERVICE

I, William Weiler, Jr., Esquire, hereby state under penalty of perjury that I caused a copy of the attached Response to Petition for Rule to Show Cause to be served by regular U.S. mail, postage prepaid, on the 16th day of November, 2005, to the following:

R. Edward Ferraro, Esquire
690 Main Street
Brockway, PA 15824

Louis C. Schmitt, Esquire
P.O. Box 533
Hollidaysburg, PA 16648

Eugene C. Sundberg, Esquire
Suite 300
300 State Street
Erie, PA 16507

David J. Hopkins, Esquire
900 Beaver Street
DuBois, PA 15801

Sarah B. Heineman, Esquire
Two PPG Place
Suite 400
Pittsburgh, PA 15222

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'William Weiler, Jr.', written over a horizontal line.

William Weiler, Jr., Esquire

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

SENTRY INSURANCE CO.,

CIVIL DIVISION

Plaintiff,

CASE NO. 2005-334 CD

v.

**LYNN A. SHARP and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,**

Defendants.

ORDER OF COURT

AND NOW, this _____ day of December, 2005, upon the Petition for a Rule to Show Cause filed by Defendant Lynn A. Sharp in the above-captioned case, it is hereby **ORDERED, ADJUDGED and DECREED**, as follows:

1. The Petition of Defendant Lynn A. Sharp is hereby **DENIED**, and the amount of \$500,000.00 interplead by Plaintiff Sentry Insurance Co. into this Court shall not be distributed in any manner until further Order of this Court; and

2. Defendant Lynn A. Sharp and her counsel, David J. Hopkins, Esquire, shall pay to counsel for Defendant Candace A. Eazor, William Weiler, Jr., Esquire, the amount of FIFTEEN HUNDRED (\$1,500.00) DOLLARS, with in ten (10) days from the date of this Order, for filing the within arbitrary, capricious and frivolous Petition in a premature manner, pursuant to 42 Pa. C.S.A. Section 2503(9)

BY THE COURT:

J.



WILL J. SCHAAF
RITCHIE T. MARSH
WILLIAM J. SCHAAF
JAMES E. MARSH, JR.
JOHN P. EPPINGER
THOMAS E. KUHN
MICHAEL G. NELSON
JOHN B. FESSLER
JEFFREY D. SCIBETTA
EUGENE C. SUNDBERG, JR.
DONALD F. FESSLER, JR.

SUITE 300, 300 STATE STREET
ERIE, PA 16507
(814) 456-5301
FAX: (814) 456-1112

www.marshspaeder.com

KURT L. SUNDBERG
JOSEPH B. SPERO
ANTHONY R. HIMES
ANDREW M. SCHMIDT

RITCHIE T. MARSH (1870-1947)
JAMES E. MARSH (1908-1988)
ROBERT N. SPAEDER (1915-1993)
JOHN A. SPAEDER (1902-1994)
BYRON A. BAUR (1906-2002)

December 20, 2005

The Honorable Paul E. Cherry
Judge of the Court of Common Pleas
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Gregory M. Kruk, Esq.
Ferraro Kruk & Ferraro
690 Main Street
Brockway, PA 15824

RECEIVED
12-22-05

William Weiler, Jr., Esq.
20411 Route 19 North, Suite 13
Cranberry Township, PA 16066

David J. Hopkins, Esq.
900 Beaver Street
Dubois, PA 15801

Louis C. Schmitt, Esq.
P.O. Box 533
Hollidaysburg, PA 16648

Sara B. Heineman, Esq.
Two PPG Place, Suite 400
Pittsburgh, PA 15222

**Re: Sentry Insurance Company v. Lynn Sharp; Candace A. Eazor,
Administratrix of the Estate of Richard A. Eazor, Deceased
Clearfield County No. 334 C.D. 2005**

Ladies and Gentlemen:

Argument has been scheduled to take place on December 28, 2005 commencing at 9:00 a.m. in Courtroom No. 2 of the Clearfield County Courthouse with regard to the Petition to Intervene in the interpleaded funds of Sentry Insurance Company.

I represent Candace A. Eazor, Administratrix of the Estate of Richard A. Eazor, Deceased, with regard to the personal injury claim that has been filed by Lynn Sharp. Therefore, I am not directly involved in the interpleader action and will not be in attendance for oral argument.

As always, if there are any questions, problems or comments, please do not hesitate to call.

Very truly yours,

MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP

By

Eugene C. Sundberg, Jr.

ECS/jc

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

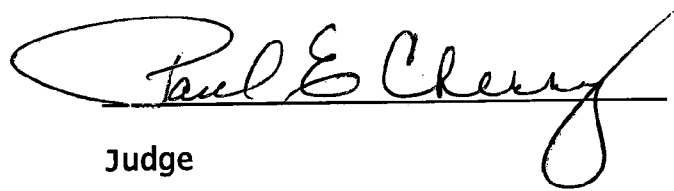
SENTRY INSURANCE COMPANY :
-VS- : No. 05-334-CD
LYNN A. SHARP and CANDACE :
A. EAZOR, Administrator of :
the Estate of Richard Eazor:

O R D E R

NOW, this 28th day of December, 2005, this being the date set for evidentiary hearing on disputed issues and material facts; the Court being advised by counsel for Petitioner that the matter is premature, it is the ORDER of this Court that said hearing shall be and is hereby continued. This matter shall be rescheduled upon completion of the appellate process.

The Respondent's request for sanctions is hereby denied.

BY THE COURT,


Judge

FILED

DEC 29 2005
0/3:15/14
William A. Shaw
Prothonotary/Clerk of Courts
CERT. to ATTY J. P. Row
HARRIS
WILLIAM WELLEN
J

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SENTRY INSURANCE COMPANY,

Plaintiff,

v.

LYNN A. SHARP, and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,

Defendant.

CIVIL DIVISION

No. 05-334-CD

Issue No.

**PETITION TO ENFORCE COURT
ORDER AND RELEASE**

Code:

Filed on behalf of Plaintiff Sentry Insurance
Company

Counsel of record for this party:

John T. Pion, Esquire
PA I.D. # 43675

Michael F. Nerone, Esquire
PA I.D. # 62446

DICKIE, MCCAMEY & CHILCOTE, P.C.
Firm #067
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED

FILED NO CC
mjs/sep
SEP 01 2006 (6)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SENTRY INSURANCE COMPANY,

CIVIL DIVISION

Plaintiff,

No. 05-334-CD

v.

LYNN A. SHARP, and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,

Defendant.

FILED 3 cc
01/11/31/01
SEP 05 2006
Any Verone
CR

William A. Shaw
Prothonotary/Clerk of Courts

ORDER OF COURT

AND NOW, to wit, this 15th day of September, 2006 based upon consideration of the foregoing Petition, it is hereby ordered that:

1. A Rule issued upon the respondent to show cause why the Petitioner is not entitled to the relief requested.

2. Petitioner requests that Defendant Eazor is hereby enjoined forever from pursuing any claim against Plaintiff, Sentry Insurance Company, including but not limited to underinsured or uninsured motorist claims, which in any way relate to or arise out of the October 6, 2002 motor vehicle accident at issue in this case.

3. The Respondent shall file an answer to the Petition within twenty (20) days of service upon Respondent.

4. The Petition shall be decided under Pa. R.C.P. No. 206.7.

5. Depositions shall be completed within _____ days of this date.

6. An evidentiary hearing shall be held on October 17, 2006 in Courtroom 2 of the Clearfield County Courthouse by the Petitioner. @ 2:30 p.m.

7. Notice of the entry of this Order shall be provided by all parties to the Petitioner.

BY THE COURT:

Paul E. Cherry, J.

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

Plaintiff,

No. 05-334-CD

v.

LYNN A. SHARP, and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,

Defendant.

PETITION TO ENFORCE COURT ORDER AND RELEASE

AND NOW, comes the Plaintiff, SENTRY INSURANCE, by and through its counsel,
DICKIE, McCAMEY & CHILCOTE, P.C. and MICHAEL F. NERONE, ESQUIRE, and files
this Petition, in support of which it avers the following:

1. This equitable interpleader action arises out of an October 6, 2002 single vehicle accident in which Defendant Sharp and Defendant Eazor's decedent, Richard Eazor, were occupants of the motor vehicle. Following the accident, conflicting claims as to who the operator of the vehicle was at the time of the accident arose. Attached hereto and incorporated herein by reference is Plaintiff's Amended Equitable Interpleader Complaint, marked as Exhibit 1.

2. Plaintiff provided automobile insurance for the Decedent, Richard Eazor, which contained liability coverage limits of \$500,000 and underinsured motorist coverage of \$500,000. See Exhibit 1.

3. Because of the conflicting claims and separate lawsuits filed by each of the Defendants, there was a possibility for inconsistent verdicts and/or awards which would have potentially exposed Plaintiff to claims under the liability provisions of its policy as well as the

underinsured motorists provisions of its policy, when in fact whoever was the operator of the single vehicle involved in the accident had no right of recovery.

4. As a result, Plaintiff requested that it be permitted to pay its coverage limits of \$500,000 into escrow to be paid to whichever of the claimants prevailed and be discharged from any further participation and/or liability in this matter. See Exhibit 1.

5. By Order entered September 7, 2005, this Honorable Court granted Plaintiff the relief requested directing Plaintiff to pay the \$500,000 of policy proceeds into Attorney Hopkins' escrow account. The September 7, 2005 Order further expressly states, "It is the Order of this Court that said Motion be and is hereby granted; Defendants are hereby restrained by injunction from taking any proceedings against Plaintiff Sentry Insurance Company in relation to the said proceedings . . . Upon delivery of said proceeds to Attorney Hopkins, Plaintiff, Sentry Insurance Company, shall be discharged from any and all liability to any and all Defendants in relation to the claims from Lynn A. Sharp and Candace A. Eazor, Administratrix of the Estate of Richard Eazor, which may arise from the October 6, 2002, automobile accident. It is the further Order of this Court that Defendants shall sign any and all releases relieving Sentry Insurance Company of any and all liability arising from the October 6, 2002, automobile accident." See September 7, 2005 Order, marked as Exhibit 2.

6. Thereafter, on September 20, 2005, by Federal Express overnight mail, Sentry Insurance forwarded its draft in the amount of \$500,000 to Attorney Hopkins for deposit into his escrow account pursuant to the September 7, 2005 Order. See attached Exhibit 3.

7. Thereafter, on or about December 28, 2005, Candace Eazor, Administratrix of the Estate of Richard Eazor, executed a Full and Final Release discharging Sentry Insurance Company "from any and all actions, causes of action, claims and demands of whatsoever kind or

nature including but not limited to claims for uninsured motorist benefits and underinsured motorists benefits on account of any and all known and unknown injuries, losses and damages by Richard Eazor, the Estate of Richard Eazor and the heirs, dependents and beneficiaries of Richard Eazor arising from or related to a motor vehicle accident which occurred on or about October 6, 2002 . . .” See attached Exhibit 4.

8. Plaintiff, Sentry Insurance Company, fully complied with the September 7, 2005 Order.

9. By operation of the September 7, 2005 Order and the Release attached hereto as Exhibit 4, Candace Eazor has completely discharged any and all right to any UIM claim on behalf of the Estate of Richard Eazor. Her sole recovery with regard to the Sentry Policy is by the interpleader action through the funds deposited into escrow.

10. By correspondence dated August 21, 2006, counsel for Defendant Eazor demanded UIM arbitration on the UIM claim which was the subject of the interpleader action, the September 7, 2005 Order of Court and the December 28, 2005 Release. See attached Exhibit 5.

11. Defendant Eazor acknowledged all of the above pertinent facts in its Response to Petition for Rule to Show Cause filed with this Court on or about November 16, 2005. See attached Exhibit 6 at Paragraphs 1 and 7. Thus, there is not and cannot be any dispute regarding the discharge of all liability of Sentry Insurance Company by the September 7, 2005 Order of Court and the Eazor Release. Nonetheless, Defendant Eazor seeks to obviate the Court’s September 7, 2005 Order and her own Release by demanding arbitration now.

WHEREFORE, Plaintiff, Sentry Insurance Company, respectfully requests that this Honorable Court grant this Motion, enter an Order reaffirming its September 7, 2005 Order

enjoining Defendant Eazor from pursuing any claims against Plaintiff under the subject Policy of insurance for the October 6, 2002 motor vehicle accident.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By 
Michael F. Nerone, Esquire

Attorneys for Plaintiff,
Sentry Insurance Company

VERIFICATION

I, Michael F. Nerone, Esquire have read the foregoing Petition to Enforce Court Order and Release. The statements therein are correct to the best of my personal knowledge, information and/or belief. I am permitted to sign this verification on behalf Sentry Insurance Company, by way of my position as counsel for Sentry Insurance Company.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.



Michael F. Nerone

DATED 8/31/06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SENTRY INSURANCE COMPANY,

CIVIL DIVISION

Plaintiff,

No. 05-334-CD

v.

LYNN A. SHARP, and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,

Defendant.

ORDER OF COURT

AND NOW, to wit, this _____ day of _____, 2006 based upon good cause shown, it is hereby ORDERED, ADJUDGED and DECREED that Plaintiff's Petition to Enforce is GRANTED in its entirety and that Defendant Eazor is hereby enjoined forever from pursuing any claim against Plaintiff, Sentry Insurance Company, including but not limited to underinsured or uninsured motorist claims, which in any way relate to or arise out of the October 6, 2002 motor vehicle accident at issue in this case.

BY THE COURT:

_____, J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SENTRY INSURANCE COMPANY,

Plaintiff,

v.

LYNN A. SHARP, and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,

Defendant.

CIVIL DIVISION

No. 05-334-CD

Issue No.

**AMENDED EQUITABLE
INTERPLEADER COMPLAINT**

Code:

Filed on behalf of Plaintiff

Counsel of record for this party:

John T. Pion, Esquire
PA I.D. # 43675

Sarah B. Heineman, Esquire
PA I.D. # 91040

DICKIE, MCCAMEY & CHILCOTE, P.C.
Firm #067
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA	
SENTRY INSURANCE COMPANY,	) CIVIL DIVISION
	)
Plaintiff,	) No.05-334-CD
	)
vs.	)
LYNN A. SHARP, and	)
CANDACE A. EAZOR, Administrator of	)
the Estate of Richard Eazor,	)
	)
Defendants.	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY, OR BY AN ATTORNEY, AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY CLAIM OR RELIEF REQUESTED BY THE DEFENDANT. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER, THEN YOU SHOULD 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
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SENTRY INSURANCE COMPANY,	)	
	)	CIVIL DIVISION
	)	
Plaintiff,	)	No.05-334-CD
	)	
vs.	)	
LYNN A. SHARP, and	)	
CANDACE A. EAZOR, Administrator of	)	
the Estate of Richard Eazor,	)	
	)	
Defendants.	)	

AMENDED EQUITABLE INTERPLEADER COMPLAINT

Plaintiff SENTRY INSURANCE COMPANY, by its attorney, DICKIE, McCAMEY & CHILCOTE, P.C., files this Complaint for Equitable Interpleader, and avers the following:

1. Plaintiff, Sentry Insurance Company, ("Sentry"), is an Insurance Company which is authorized and licensed to issue policies of insurance in the Commonwealth of Pennsylvania.
2. Defendant Lynn A. Sharp ("Sharp") is an adult individual maintaining a principal residence at 416 Maple Avenue, Dubois, Clearfield County, Pennsylvania 15801.
3. Defendant, Candace A. Eazor, is an adult individual who resides at 508 North Court, DuBois, Pennsylvania 15801. Candace A. Eazor was appointed as Administrator of the Estate of Richard A. Eazor by the Register of Wills of Jefferson County, Pennsylvania by document dated October 17, 2002.
4. Richard Eazor ("Eazor") was insured by Sentry Insurance under Insurance Policy number 49-71684-14 ("Policy"). Attached as Exhibit "A."
5. The Policy had an underinsured motorist coverage provision for \$500,000 and liability coverage provision for \$500,000. See Exhibit "A."

6. On October 6, 2002, Defendants were involved in a single vehicle accident, where the vehicle they occupied impacted with a tree.

7. The vehicle was owned and insured by Defendant Sharp.

8. On December 6, 2002, Defendant Sharp filed a complaint in the Court of Common Pleas of Clearfield County against Defendant Richard Eazor Estate alleging she was a passenger of the vehicle Richard Eazor was negligently operating when it impacted with a tree. *See Sharp Complaint attached as Exhibit "B"*

9. On January 22, 2003, Richard Eazor's Estate filed a complaint in Jefferson County against Defendant Sharp alleging Richard Eazor was the passenger of the vehicle Defendant Sharp was negligently operating when it impacted with a tree. *See Eazor Complaint attached as Exhibit "C."*

10. On May 27, 2004, the two cases were coordinated in the Court of Common Pleas of Clearfield County. *See Court of Common Pleas of Clearfield County Court Order dated November 19, 2004 attached as Exhibit "D."*

11. The issue as to who was the driver has not been determined.

12. On December 3, 2004, Defendant Eazor's Estate made a claim for the Under Insured Motorist Coverage of \$500,000, the full limit under the Policy. *See William Weiler, Jr., Esquire's Letter Dated December 3, 2004 attached as Exhibit "E."*

13. Due to these conflicting accounts, Sentry Insurance is unclear as to whether it owes liability damages or owes underinsured motorist coverage under the policy.

14. Sentry has incurred no independent liability to any claimant and claims no title to or beneficial interest in the said proceeds, but is a mere Stakeholder.

15. Sentry has no means of determining to whom the said proceeds are payable.

16. Sentry has no means other than this action of protecting itself against the exposure of contradicting liability as to the said proceeds on the part of Defendants.

17. No act on Sentry's part has caused the conflicting claims or the peril to Plaintiff of vexation by multiple litigation, and there is no collusion now, nor has there been collusion at any time, between Sentry and Defendants, or any of them, as to this action or as to the disposition of the said proceeds.

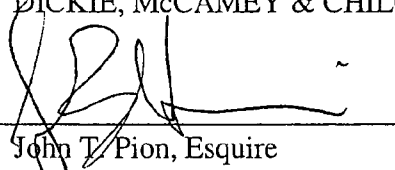
18. Sentry is ready and willing, and hereby offers to deposit the said proceeds in Court or with such person as the Court shall direct.

WHEREFORE, Plaintiff prays:

- a. That Defendants be restrained by injunction from taking any proceedings against Plaintiff in relation to the said proceeds;
- b. That Defendants be required to interplead together concerning their claims to the said proceeds;
- c. That some person be authorized by the Court to receive the said proceeds pending such litigation;
- d. That upon delivery of the said proceeds to such receiver, Sentry be discharged from any and all liability to any and all of the Defendants in relation thereto;
- e. For such other and further relief as the Court deems proper.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By: 

John T. Pion, Esquire
Sarah B. Heineman, Esquire
Attorneys for Plaintiff

Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402
(412) 281-7272



CERTIFIED COPY

REGARDING: DICK EAZOR CHEVY PONTIAC INC

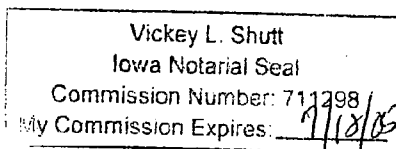
SENTRY SELECT INSURANCE COMPANY

49-71684-12-50-011 COMMERCIAL GARAGE

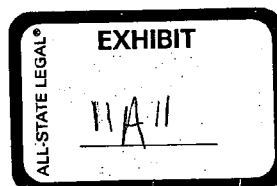
Bob Wise, being duly sworn on oath, deposes and says that he is an Underwriting Manager and that attached hereto is a true and correct copy of the original policies of insurance issued by Sentry Select Insurance Company as maintained on file by the company.

Bob Wise
Bob Wise, C/L Underwriting Manager

Subscribed and sworn to me before this 3rd Day of
MARCH, 2005, in the County of Scott, State of Iowa



Vickey L. Shutt
Notary Public
My commission expires on 7/12/05



COMMERCIAL GARAGE DECLARATIONS

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12ITEM ONE - NAMED INSURED

FIRST NAMED INSURED: DICK EAZOR CHEVY PONTIAC INC

ITEM TWO - SCHEDULE OF COVERAGES AND AUTO

=====

THIS POLICY PROVIDES COVERAGE FOR BOTH UNINSURED AND UNDERINSURED MOTORISTS FOR VEHICLES GARAGED IN PENNSYLVANIA AT LIMITS LESS THAN THE AUTO LIABILITY LIMIT.

=====

THIS POLICY PROVIDES ONLY THOSE COVERAGES SHOWN BELOW. EACH OF THE COVERAGES WILL APPLY ONLY TO THOSE "AUTOS" SHOWN AS COVERED "AUTOS". "AUTOS" ARE SHOWN AS COVERED "AUTOS" FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTOS SECTION OF THE GARAGE COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE. ENTRY OF A SYMBOL NEXT TO LIABILITY PROVIDES COVERAGE FOR "GARAGE OPERATIONS".

<u>COVERAGE</u>	<u>COVERED AUTO SYMBOLS</u>	<u>LIMIT</u>
LIABILITY	21	EACH "ACCIDENT" "GARAGE OPERATIONS" "AUTO" ONLY \$500,000 OTHER THAN "AUTO" \$500,000
BASIC FIRST PARTY BENEFITS	25	SEPARATELY STATED IN THE BASIC FIRST PARTY BENEFITS ENDORSEMENT.
MEDICAL PAYMENTS	PREMISES	\$5,000
UNINSURED MOTORISTS	32	\$35,000
UNDERINSURED MOTORISTS	32	\$35,000
PHYSICAL DAMAGE COVERAGE - COMPREHENSIVE	28,30,31	SEE ITEM SEVEN OR ITEM NINE OF THE DECLARATIONS FOR APPLICABLE LIMITS OF INSURANCE AND DEDUCTIBLES.
PHYSICAL DAMAGE COVERAGE - COLLISION	28,30,31	SEE ITEM SEVEN OR ITEM NINE OF THE DECLARATIONS FOR APPLICABLE LIMITS OF INSURANCE AND DEDUCTIBLES.

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:

CA 01 80 09 97	CA 21 92 08 01	CA 21 93 08 01
CA 22 37 03 95	CA 25 01 12 93	CA 25 05 07 97
CA 70 00 06 87	CA 88 00 10 01	CA 88 03 05 00
CA 88 07 05 00	CA 88 08 05 00	CA 88 09 05 00
CA 88 16 10 01	CA 88 50 10 01	CA 88 56 10 01
CA 88 57 10 01	CA 99 44 12 93	GA 000100 05 00
GA 000200 05 00	GA 000800 05 00	GA 000900 (0493)
IL 00 21 04 98	IL 02 46 09 00	IL 09 10 01 81

CA 00 09 10 01 (MECH)

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12ITEM THREE - LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONSLOCATION # LOCATION ADDRESS

001 200 MAIN ST BROCKWAY PA 15824

ITEM FOUR - LIABILITY COVERAGEPREMIUM RATING BASISOPERATOR CLASSIFICATIONSCLASS I-A PROPRIETORS, PARTNERS, AND OFFICERS ACTIVE IN THE BUSINESS,
SALES PERSONS, GENERAL MANAGERS OR SERVICE MANAGERS AND
OTHER EMPLOYEES IF PROVIDED A FURNISHED "AUTO".CLASS I-B PROPRIETORS, PARTNERS, AND OFFICERS ACTIVE IN THE BUSINESS,
SALES PERSONS, GENERAL MANAGERS OR SERVICE MANAGERS AND OTHER
EMPLOYEES IF NOT PROVIDED A FURNISHED "AUTO".

CLASS I-C ALL OTHER COMPANY EMPLOYEES NOT PROVIDED A FURNISHED "AUTO".

CLASS II-A NON-EMPLOYEES UNDER AGE 25 PROVIDED A FURNISHED "AUTO".

CLASS II-B NON-EMPLOYEES AGE 25 AND OVER PROVIDED A FURNISHED "AUTO".

<u>LOC. #</u>	<u>CLASS</u>	<u>FACTOR</u>	<u>#PERSONS</u>	<u>UNITS</u>
001	I-A	1.00	5.00	5.00
	I-C	0.40	8.00	3.20
	II-B	0.50	1.00	0.50

INDIVIDUALS FURNISHED A COVERED AUTO

NAME OF INDIVIDUAL

WANDA EAZOR

ITEM FIVE - OPTIONAL COVERAGEBROADENED COVERAGE - GARAGES

LIMITS OF INSURANCE

PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE \$500,000

FIRE LEGAL LIABILITY LIMIT OF INSURANCE \$50,000 FOR ANY ONE FIRE

OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE

LIMITS OF INSURANCE

\$25,000 PER "OPERATIONS SUIT" DEDUCTIBLE \$500

NO AGGREGATE LIMIT OF INSURANCE "OPERATIONS SUITS"

CA 00 09 10 01 (MECH)

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PAGE 2

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12

EMPLOYMENT PRACTICES

LIMITS OF LIABILITY

\$500,000 EACH "ACT"
NO ANNUAL AGGREGATE

2.5% DEDUCTIBLE

LEASING CONCERNS

CONTINGENT LIABILITY AND CONTINGENT PHYSICAL DAMAGE COVERAGE

CONTINGENT LIABILITY COVERAGE
LIMIT OF LIABILITY \$500,000 NUMBER OF "LEASED AUTOS": 1

CONTINGENT PHYSICAL DAMAGE COVERAGE
NUMBER OF "LEASED AUTOS": 1

ITEM SEVEN - PHYSICAL DAMAGE COVERAGE

PHYSICAL DAMAGE -INTERESTS

WITH RESPECT TO DEALER'S "AUTOS", THE FOLLOWING PHYSICAL DAMAGE COVERAGES APPLY TO YOUR INTEREST IN COVERED "AUTOS" YOU OWN AND YOURS AND THE FINANCE COMPANY'S INTEREST IN COVERED "AUTOS" YOU FINANCE:

TYPE OF AUTOS	COVERAGES		
	COLLISION	COMPREHENSIVE	FALSE PRETENSE
NEW "AUTOS" OWNED	X	X	X
CHEVROLET NEW FINANCED "AUTOS"	X	X	X
PONTIAC NEW FINANCED "AUTOS"	X	X	X
USED "AUTOS"	X	X	X
SERVICE AND DEMO "AUTOS"	X	X	X

CA 00 09 10 01 (MECH)

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01-03-2002
PAGE 3

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12PHYSICAL DAMAGE LIMITS AND COVERAGES

LOCATION NUMBER	COVERAGE	LIMIT OF INSURANCE FOR EACH LOCATION
001	COMPREHENSIVE	\$2,800,000 MINUS \$250 DEDUCTIBLE FOR EACH COVERED "AUTO" SUBJECT TO \$1,000 AGGREGATE DEDUCTIBLE* FROM ANY ONE OCCURRENCE*
	COLLISION	\$2,800,000 MINUS \$500 DEDUCTIBLE FOR EACH COVERED "AUTO"

*THE PHYSICAL DAMAGE DEDUCTIBLES FOR OTHER THAN COLLISION COVERAGE APPLY TO: "LOSS" CAUSED BY ALL COVERED CAUSES OF "LOSS".

WIND AND HAIL DEDUCTIBLE

FOR ALL "LOSS" CAUSED BY WIND AND HAIL, THE FOLLOWING DEDUCTIBLES REPLACE THE DEDUCTIBLES INDICATED ABOVE:

\$250 FOR EACH COVERED "AUTO". THE AGGREGATE DEDUCTIBLE DOES NOT APPLY.

OTHER LOCATIONS

FOR "LOSS" AT LOCATIONS OTHER THAN THOSE LISTED IN ITEM THREE OF THE DECLARATIONS, A LIMIT OF \$850,000 APPLIES TO COVERED "AUTOS" IN TRANSIT AND ANY ADDITIONAL LOCATION WHERE YOU STORE COVERED "AUTOS".

FALSE PRETENSE

PER PERSON LIMIT: \$50,000 DEDUCTIBLE: \$500

AUTO DEALERS PHYSICAL DAMAGE REPORTING BASIS

QUARTERLY: YOU MUST GIVE US YOUR REPORTS BY THE FIFTEENTH OF THE FOURTH MONTH AFTER THE POLICY BEGINS. YOUR SUBSEQUENT REPORTS MUST BE GIVEN TO US BY THE FIFTEENTH OF EVERY THIRD MONTH. YOUR REPORTS MUST CONTAIN THE VALUE OF THE LAST BUSINESS DAY OF EVERY THIRD MONTH WITHIN THE POLICY PERIOD.

DEALER SPECIAL REPAIR PERCENTAGES

REPAIR PERCENTAGES	YOUR "AUTOS"	PARTS	90%	LABOR	90%
	"CUSTOMER'S AUTOS"	PARTS	90%	LABOR	90%

CUSTOMERS' PERSONAL PROPERTY

THE MOST WE WILL PAY IN ANY ONE "LOSS" TO "CUSTOMER'S PERSONAL PROPERTY" IS \$7,000.

AUTO DEALERS ECONOMIC LOSS COVERAGE - NEW VEHICLES

LIMIT - \$2,500 PER VEHICLE OR 10% OF THE "ACTUAL DEALER COST" WHICHEVER IS LESS.

CA 00 09 10 01 (MECH)

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY

POLICY NUMBER 49-71684-12

HIRED AUTO PHYSICAL DAMAGE COVERAGE

PHYSICAL DAMAGE COVERAGE IS PROVIDED FOR LEASED, HIRED, RENTED OR BORROWED (DOES NOT INCLUDE "AUTO" LEASED, RENTED OR BORROWED FROM AN "EMPLOYEE", PARTNER, MEMBER IF YOU ARE A LIMITED LIABILITY COMPANY OR MEMBERS OF THEIR HOUSEHOLDS) VEHICLES AS INDICATED IN THE SCHEDULE.

SCHEDULE

<u>COVERAGES</u>	<u>LIMITS OF INSURANCE THE MOST WE WILL PAY</u>	<u>DEDUCTIBLE</u>
COMPREHENSIVE	ACV, OR COST OF REPAIRS WHICHEVER IS LESS MINUS DEDUCTIBLE	\$250
COLLISION	ACV, OR COST OF REPAIRS WHICHEVER IS LESS MINUS DEDUCTIBLE	\$250

ITEM EIGHT - MEDICAL PAYMENTS COVERAGE

REFER TO ITEM NINE FOR COVERED "AUTOS" INSURED ON A SPECIFIED CAR BASIS. MEDICAL PAYMENTS COVERAGES APPLY IF THE APPROPRIATE ENDORSEMENT(S) IS/ARE ATTACHED TO THIS POLICY:

CA 25 05 GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE

CA 00 09 10 01 (MECH)

B

COMMERCIAL GARAGE DECLARATIONS(CONT.)

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-71684-12

ITEM NINE - SCHEDULE OF COVERED AUTOS WHICH ARE INSURED ON A SPECIFIED CAR BASIS

PER "AUTO" COVERAGES, LIMITS AND DEDUCTIBLES ARE LISTED BELOW. ABSENCE
OF AN INDIVIDUAL "AUTO" ENTRY MEANS THAT THE COVERAGE DOES NOT APPLY.

*** NO SCHEDULED VEHICLES EXIST FOR THIS POLICY. ***

CA 00 09 10 01 (MECH)

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01-03-2002
PAGE 6

COMMERCIAL GARAGE POLICY

COMMERCIAL GARAGE DECLARATIONS (CONT)

POLICY NUMBER 49-71684-12

ADDITIONAL INSURED/
LOSS PAYABLE SCHEDULE

THE FOLLOWING INFORMATION IS REQUIRED TO COMPLETE THE ADDITIONAL INSURED
ENDORSEMENTS WHICH FORM A PART OF YOUR COMMERCIAL GARAGE POLICY.

ADDITIONAL
INSURED/LOSS PAYABLE

ENDORSEMENT

EFFECTIVE

DEPOSIT BANK
BANK INSURANCE PROCESSING
PO BOX 400
INDIANA, PA 15701
(CERTIFICATE NUMBER 0001)

CA 99 44 12 93

FROM DECEMBER 31, 2001
TO DECEMBER 31, 2002

PREMISES

200 MAIN ST
BROCKWAY, PA 15824

CA 00 09 10 01 (MECH)

DIC 49-71684-12 50 011
01-03-2002
PAGE 1



PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

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

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

A. CHANGES IN LIABILITY COVERAGE

2. The following is added to Supplementary Payments:

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

B. CHANGES IN CONDITIONS

1. The following is added to the LOSS CONDITIONS Section:

Paragraph A.2.b.(5) of the DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS Condition is replaced by the following:

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

The following is added to the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition:

If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

2. The following is added to the GENERAL CONDITIONS Section:

CONSTITUTIONALITY CLAUSE

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

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

CA 01 80 09 97

Copyright, Insurance Services Office, Inc., 1997



PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED

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

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

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

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
\$	Each "Accident"

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

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
 - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the "suit".

CA 21 92 08 01

ISO Properties, Inc., 2001



PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply if such settlement does not adversely affect our rights of recovery under this coverage.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

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PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. Any amount payable for damages under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible. This includes all sums paid for the same damages under this Coverage Form's Liability Coverage. This also includes all sums paid for an "insured's" attorney either directly or as part of the amount paid to the "insured".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for Pennsylvania Uninsured Motorists Coverage - Nonstacked as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
 - a. Promptly notify the policy if a hit-and-run driver is involved, and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment due to an "accident" involved an "uninsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by

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PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

3. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

FIRST	The Uninsured Motorists Coverage application to the vehicle the "insured" was "occupying" at the time of the "accident".
SECOND	The Coverage Form or policy affording Uninsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.
- c. Where there is applicable insurance available under the first priority:
- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and
 - (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.
- d. If two or more Coverage Forms or policies have equal priority:
- (1) 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;
 - (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer on the same level of priority for the benefits paid and the costs of processing the claim; and

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PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

(3) If we are the insurer against whom the claim is first made, we will pay, subject to the limit of insurance for Uninsured Motorists Coverage shown in the Declarations, after all contributing insurers agree as to:

(a) Whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle"; and

(b) The amount of damages.

4. The following condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Arbitration shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident".
 - b. For which an insuring or bonding company:
 - (1) Denies coverage;

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PENNSYLVANIA UNINSURED
MOTORISTS COVERAGE - NONSTACKED - CONTINUED

- (2) Is or becomes insolvent; or
- (3) Is or becomes involved in insolvency proceedings.
- c. For which neither the driver nor owner can be identified.
The vehicle or "trailer" must:
 - (1) Hit an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying".

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

However, an "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - b. Owned by a governmental unit or agency; or
 - c. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED

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

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

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

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

LIMIT OF INSURANCE	
\$	Each "Accident"

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

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle".
2. We will pay under this coverage only if a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

- (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:
- a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the "suit".

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
3. Punitive or exemplary damages.

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

4. "Bodily injury" sustained by:

- a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The Conditions are changed for Pennsylvania Underinsured Motorists Coverage - Nonstacked as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
 - a. Promptly send us copies of the legal papers if a "suit" is brought.
 - b. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to the "insured" in an amount equal to the tentative settlement to

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment due to an "accident" involved an "underinsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

3. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

FIRST	The Underinsured Motorists Coverage application to the vehicle the "insured" was "occupying" at the time of the "accident".
SECOND	The Coverage Form or policy affording Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage

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PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

c. Where there is applicable insurance available under the first priority:

- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and
- (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.

d. If two or more Coverage Forms or policies have equal priority:

- (1) 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;
- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer e costs for the benefits paid and the costs of processing the claim; and
- (3) If we are the insurer against whom the claim is first made, we will pay, subject to the Limit of Insurance for Underinsured Motorists Coverage shown in the Declarations, after all contributing insurers agree as to:
 - (a) Whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle"; and
 - (b) The amount of damages.

4. The following condition is added:

ARBITRATION

- a. If we an an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that

PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED - CONTINUED

selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Arbitration shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a vehicle for which the sum of all liability bonds or policies that apply at the time of an "accident" do not provide at least the amount an "insured" is legally entitled to recover as damages.

However, an "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
 - b. Owned by a governmental unit or agency; or
 - c. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT

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

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

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

SCHEDULE

BENEFITSLIMIT OF LIABILITY
(per insured)

Medical Expense Benefits

Up to \$5,000

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

A. COVERAGE

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

BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

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

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

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury." If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury," medical expenses will be paid without limitation as to the time such further expenses are incurred.

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

B. WHO IS AN INSURED

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

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

C. EXCLUSIONS

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

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
 - a. You; or
 - b. Any "family member."
5. Sustained by any person who, at the time of the "accident:"
 - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act;" or
 - b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

- a. You; or
- b. Any "family member".
- 8. Sustained by any person while "occupying";
 - a. A recreational vehicle designed for use off public roads; or
 - b. A motorcycle, moped or similar type vehicle.
- 9. 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.

D. LIMIT OF INSURANCE

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

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for FIRST PARTY BENEFITS as follows:

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

NON-DUPLICATION OF BENEFITS

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

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

PRIORITIES OF POLICIES

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

The priority order is:

- First The insurer providing benefits to the "insured" as a named insured.
- Second The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the "Act."
- Third The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident."
- Fourth The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is:
 - a. Not "occupying" an "auto;" and
 - b. Not providing First Party Benefits under any other policy.

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

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

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PENNSYLVANIA BASIC FIRST PARTY BENEFIT - CONTINUED

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle, or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
 - a. By muscular power; or
 - b. On rails or tracks.
2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
 - a. Related to you by blood, marriage or adoption; or
 - b. A minor in your custody or in the custody of any other "family member."
4. "Occupying" means in, upon, getting in, on, out or off.

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BROAD FORM PRODUCTS COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

LIABILITY COVERAGE is changed as follows:

The DEFECTIVE PRODUCTS Exclusion does not apply. However, subject to the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos", the coverage only applies to that amount of "property damage" to your "products" that exceeds \$250 for any one "accident".

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GARAGE LOCATIONS AND OPERATIONS MEDICAL
PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

A. COVERAGE

We will pay reasonable medical and funeral expenses to or for each person who sustains "bodily injury" to which this coverage applies, caused by an "accident" and resulting from:

1. The maintenance or use of the locations shown in the Declarations and that portion of the roads or other accesses that adjoin these locations for garage business.
2. All operations necessary or incidental to a garage business.

We will pay only those expenses incurred for services rendered within one year from the date of the "accident".

B. EXCLUSIONS

This insurance does not apply to:

1. "Bodily injury" resulting from the maintenance or use of any "auto".
2. "Bodily injury" to a person, whether or not an "employee" of any "insured", if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
3. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
4. "Bodily injury" to any "insured".

C. LIMIT OF INSURANCE

Regardless of the number of persons who sustain "bodily injury" or claims made, the most we will pay for "bodily injury" for each person injured in any one "accident" is the Limit of Medical Payments Coverage shown in the Declarations.

D. CHANGES IN CONDITIONS

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Garage Condition does not apply.

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COMMERCIAL AUTO

POLICY NUMBER: 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

ENDORSEMENT EFFECTIVE
12-31-01

FELLOW EMPLOYEE BODILY INJURY

THIS ENDORSEMENT MODIFIES INSURANCE UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

UNDER SECTION II - LIABILITY COVERAGE, THE EXCLUSION RELATING TO
"BODILY INJURY" TO ANY FELLOW EMPLOYEE, B.5., IS DELETED, BUT ONLY
WITH RESPECT TO THE PERSONS LISTED BELOW:

ALL EMPLOYEES

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GARAGE COVERAGE FORM

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
21	Any "Auto"
22	Owned "Autos" Only Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
23	Owned Private Passenger "Autos" Only Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
24	Owned "Autos" Other Than Private Passenger "Autos" Only Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
25	Owned "Autos" Subject To No-Fault Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

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GARAGE COVERAGE FORM - CONTINUED

SYMBOL		DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
26	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own, and which are covered under Section II - Liability Coverage, that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
27	Specifi- cally Described "Autos"	Only those "autos" described in Item Nine of the Declarations in which coverage is indicated by an "x" or a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Nine which is provided Liability Coverage).
28	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", or partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
29	Non-Owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your garage business.
30	"Autos" Left With You For Service, Repair, Storage or Safe- keeping	Any customer's land motor vehicle or trailer or semitrailer while left with you for service, repair, storage or safekeeping. Customers include your "employees" and members of their households, who pay for services performed.

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GARAGE COVERAGE FORM - CONTINUED

SYMBOL	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
31	Dealers "Autos" and "Autos" Held For Sale By Non-Dealers or Trailer Dealers (Physical Damage Coverages) Any "auto" and the interests in these "autos" described in Item Seven of the Declarations as well as an "auto" described in Item Nine of the Declarations for which physical damage coverage is designated to apply.
32	Owned "Autos" Only (Uninsured / Under- insured Motorists) Only those "autos" you own and which are covered under Section II - Liability Coverage. This includes those "autos" you acquire ownership of after the policy begins.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If Symbols 21, 22, 23, 24, 25, 26, or 32 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 27 is entered next to a coverage, in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS AND TEMPORARY SUBSTITUTE AUTOS

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

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;

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GARAGE COVERAGE FORM - CONTINUED

- b. Repair;
- c. "Loss"; or
- d. Destruction.

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS"

- a. We will pay all sums an "insured" legally must pay as damages, including punitive damages where insurable by law, because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident" and resulting from "garage operations" other than the ownership, maintenance or use of covered "autos".

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "accident" occurs in the coverage territory;
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no "insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period that the "bodily injury" occurred then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any

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GARAGE COVERAGE FORM - CONTINUED

"insured" listed under WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "accident" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware of any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. GARAGE OPERATION - COVERED AUTOS

We will pay all sums an "insured" legally must pay as damages, including punitive damages where insurable by law, because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

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

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

3. WHO IS AN INSURED

a. The following are "insureds":

- (1) You for any covered "auto".
- (2) Your partners (if you are a partnership), members (if you are a limited liability company), shareholders, officers, directors, "employees", "temporary workers" and members of their or your households while using or legally responsible for the use of a covered "auto" you own, hire (a covered auto) you hire includes an "auto" rented by your "employee" or "temporary worker" for use in your company business) or borrow, if the use is within the scope of your permission.

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GARAGE COVERAGE FORM - CONTINUED

- (3) Individuals, including members of their households, furnished a covered "auto" by you for their regular use, but only if the individual is specifically named in the Declarations and only while using or legally responsible for the use of the furnished covered "auto".
 - (4) Any "contract driver"
 - (5) Anyone else required by law to be an insured while using a covered "auto" you own, hire or borrow, if the use is within the scope of your permission.
 - (6) Anyone liable for the conduct of an "insured" described above, but only to the extent of that liability.
- b. The following are not "insureds":
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" or a "temporary worker" if the covered "auto" is owned by that "employee" or "temporary worker" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking, or storing "autos" unless that business is your "garage operations".
 - (4) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. The following are "insureds" for "garage operations" other than covered "autos":
- (1) You.
 - (2) Your partners (if you are a partnership), members (if you are a limited liability company), shareholders, officers, directors or "employees" but only while acting within the scope of their duties.

4. COVERAGE EXTENSIONS

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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GARAGE COVERAGE FORM - CONTINUED

- (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

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

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". But for "garage operations" other than covered "autos" this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. CONTRACTUAL

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

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

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GARAGE COVERAGE FORM - CONTINUED

- b. That the "insured" would have in the absence of the contract or agreement.

3. WORKERS COMPENSATION

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

4. EMPLOYEE INDEMNIFICATION AND EMPLOYERS LIABILITY

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:

- (1) Employment by the "insured"; or
- (2) Performing the duties related to the conduct of the "insured's" business; or

- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

- c. A person arising out of any:

- (1) Refusal to employ that person;
- (2) Termination of that person's employment; or
- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- d. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2), or (3) above are directed.

This exclusion applies:

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

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

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GARAGE COVERAGE FORM - CONTINUED

5. FELLOW EMPLOYEE

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employees" employment or while performing duties related to the conduct of our business.

6. CARE, CUSTODY OR CONTRAL

"Property damage" to or "covered pollution cost or expense" involving:

- a. Property owned, rented or occupied by the "insured";
- b. Property loaned to the "insured";
- c. Property held for sale or being transported by the "insured"; or
- d. Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. LEASED AUTOS

Any covered "auto" while leased or rented to others. This exclusion does not apply to:

- a. A covered "auto" you rent to one of your customers while his or her "auto" is left with you for service or repair or while the customer is awaiting delivery of an "auto" after signing a written purchase agreement with you; or
- b. Your or your "employee" or "temporary worker" while a leased or rented "auto" is in your custody for service, repair, pickup or delivery in the course of your business.

8. POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

- a. "Bodily injury" or "property damage" arising out of the actual alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (1) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to any "insured";
 - (2) At or from any premises, site, or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste.
 - (3) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:

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GARAGE COVERAGE FORM - CONTINUED

- (a) To test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of the "pollutants"; or
 - (b) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
- (4) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs a.(1) and a.(3)(b) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable or breaks out from where it was intended to be.

Paragraph a.(1) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Paragraph a.(3)(b) does not apply to "bodily injury" or "property damage" by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

b. Any loss, cost or expense arising out of any:

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

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order, or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

9. POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - COVERED "AUTOS"

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

- a. That are, or that are contained in any property that is:

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GARAGE COVERAGE FORM - CONTINUED

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

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

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

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

10. RACING

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

11. WATERCRAFT OR AIRCRAFT

Any watercraft or aircraft except watercraft while ashore on premises where you conduct "garage operations".

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GARAGE COVERAGE FORM - CONTINUED

12. DEFECTIVE PRODUCTS

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products" at the time it was transferred to another.

13. WORK YOU PERFORMED

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials, or equipment used in connection with the work.

14. LOSS OF USE

Loss of use of other property not physically damaged if caused by:

- a. A delay or failure by your or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- b. A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, 14.b., does not apply if the loss of use is caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

15. PRODUCTS RECALL

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work, or other property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

16. WAR

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

17. LIQUOR LIABILITY

"Bodily injury" or "property damage" for which an "insured" may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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GARAGE COVERAGE FORM - CONTINUED

This exclusion applies only if you use the premises in part for the following purposes:

- (1) Serving or furnishing alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license; or
 - (b) Is for the purpose of financial gain or livelihood; or
- (2) Serving or furnishing alcoholic beverages without a charge, if a license is required for such activity.

C. LIMIT OF INSURANCE

1. AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

If an Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered Autos is indicated in the Declarations, for "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for the sum of all damages involving "garage operations" other than "auto" is the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

Damages payable under the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" consist of damages resulting from "garage operations" other than the ownership, maintenance or use of the "autos" indicated in SECTION I of this Coverage Form as covered "autos" including the following coverages, if provided by endorsement:

- a. "Personal Injury" liability coverage;
- b. "Personal and advertising injury" liability coverage;
- c. Host liquor liability coverage;
- d. Fire legal liability coverage;
- e. Incidental medical malpractice liability coverage;
- f. Non-owned watercraft coverage;
- g. Broad form products coverage;
- h. Broad form completed operations coverage.

The Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the

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GARAGE COVERAGE FORM - CONTINUED

Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos".

2. EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

For "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Subject to paragraph 1 above, and regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for all damages resulting from any one "accident" is the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

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

Damages payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" are not payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos".

3. LIMIT OF INSURANCE - "GARAGE OPERATIONS" - COVERED "AUTOS"

For "accidents" resulting from "garage operations" involving the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" involving a covered "auto" is the Each "Accident" Limit of Insurance - "Garage Operations" Covered "Autos" for Liability Coverage shown in the Declarations.

For "contract drivers" and anyone required by law to be an "insured" for the use of a covered "auto", the most we will pay for all damages resulting from one "accident" involving a covered "auto" is that portion of the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos" needed to comply with the minimum limits provision of the law in the jurisdiction where the "accident" took place. When there is other insurance applicable to the "accident", we will pay only the amount needed to comply with these minimum limits after the other insurance is exhausted.

Damages and "covered pollution cost or expense" payable under the Each "Accident" Limit of Insurance - "Garage Operations" Covered "Autos" are not payable under the Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos".

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GARAGE COVERAGE FORM - CONTINUED

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

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

D. DEDUCTIBLE

We will deduct \$100 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

SECTION III - GARAGEKEEPERS COVERAGE

A. COVERAGE

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

- a. COMPREHENSIVE COVERAGE

From any cause except:

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

- b. SPECIFIED CAUSES OF LOSS COVERAGE

Caused by:

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

- c. COLLISION COVERAGE

Caused by:

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

2. We will also pay all sums the "insured" legally must pay as damages for "loss" to "customers' personal property" that is left in the "insured's" care in the course of your "garage operations". This coverage is on a legal liability basis only,

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GARAGE COVERAGE FORM - CONTINUED

unless coverage is specified as excess or primary insurance in the Declarations of this policy.

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

4. WHO IS AN INSURED

Only you are an "insured" for "loss" to a "customer's auto", "customer's auto" equipment or "customers' personal property":

5. COVERAGE EXTENSIONS

The following applies as Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

B. EXCLUSIONS

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

a. CONTRACTUAL OBLIGATIONS

Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".

b. THEFT

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

c. DEFECTIVE PARTS

Defective parts or materials.

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GARAGE COVERAGE FORM - CONTINUED

d. FAULTY WORK

Faulty "work you performed".

e. THEFT OF "CUSTOMERS' PERSONAL PROPERTY"

"Loss" due to theft of "customers' personal property" if there is no evidence of forced entry into the "customer's auto" or the building in which the "customer's auto" is located.

f. "Loss" caused by or resulting from depreciation or "diminution of value".

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

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.

C. LIMIT OF INSURANCE AND DEDUCTIBLE

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought:

- a. The most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Declarations for that location.
- b. When you replace a "customer's auto" the most we will pay will be your actual cost, exclusive of your profit, holdback or overhead expenses.

2. Whether or not repairs are made:

- a. The most we will pay is the percentage of the customary retail charges in your area, stated in the Declarations as Special Repair Percentages and applying to Parts (including materials) and Labor. If your business is shown in the Declarations as a recreational vehicle dealership:

- (1) The percentage shown in the Declarations for parts does not apply; and

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GARAGE COVERAGE FORM - CONTINUED

- (2) For parts, the most we will pay is your actual net cost plus up to 10% additional payment for shipping and handling.
- b. We will subtract an amount for depreciation as well as the applicable deductible shown in the Declarations. Regardless of the number of "customer's autos" damaged or stolen, the aggregate deductible shown in the Declarations is the maximum deductible applicable to all "loss" in any one event. Refer to the Declarations for the applicable deductibles and the causes of loss to which they apply.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible or calculated repair percentage. If this happens you must reimburse us for the amount we have paid on your behalf.
4. Regardless of the number of "customer's autos" or customers involved, the most we will pay in any one "loss" for "customers' personal property" will be the Garagekeepers Customers' Personal Property Limit of Insurance shown in the Declarations. The amount paid for any one "loss" will be reduced by the per "auto" comprehensive or specified causes of loss deductible that applies.

SECTION IV - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:
- a. COMPREHENSIVE COVERAGE
- From any cause except:
- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.
- b. SPECIFIED CAUSES OF LOSS COVERAGE
- Caused by:
- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, or derailment of any conveyance transporting the covered "auto".

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GARAGE COVERAGE FORM - CONTINUED

b. COLLISION COVERAGE

Caused by:

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

When "Autos" Left With You For Service, Repair, Storage Or Safekeeping is indicated for a Physical Damage Coverage, a covered "auto" for that coverage will include a "customer's auto" or "customer's auto" equipment.

2. TOWING - NON-DEALERS ONLY

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. GLASS BREAKAGE - HITTING A BIRD OR ANIMAL - FALLING OBJECTS OR MISSILES

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

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

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

4. WHO IS AN INSURED

The following are "insureds" for covered "autos":

- a. You are an "insured" for any covered "auto":
- b. If Hired Auto Physical Damage coverage is provided, your "employee" for an "auto" rented or hired by your "employee" for use in your "garage operations".

5. COVERAGE EXTENSIONS

a. TRANSPORTATION EXPENSES

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered

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GARAGE COVERAGE FORM - CONTINUED

"auto" of the private passenger type you own. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. LOSS OF USE EXTENSION

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

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

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

c. "CUSTOMER'S AUTO" COVERAGE EXTENSIONS

If "Autos" Left With You For Service, Repair, Storage or Safekeeping are indicated in the Declarations as covered "autos" for a coverage under this section:

- (1) A covered "auto" for that coverage will include a "customer's auto".
- (2) We will also pay for "loss" to "customers' personal property" that is left in the "insured's" care in the course of your "garage operations".
- (3) If "loss" to a "customer's auto" results in a "suit" for damages, we have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following: Such "loss" is excluded regardless of any other cause

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GARAGE COVERAGE FORM - CONTINUED

or event that contributes concurrently or in any sequence to the "loss".

a. NUCLEAR HAZARD.

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

b. WAR OR MILITARY ACTION.

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

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

a. Any covered "auto" while leased or rented to others. This exclusion does not apply to:

- (1) A covered "auto" you rent to one of your customers while his or her "auto" is left with you for service or repair or while the customer is awaiting delivery of an "auto" after signing a written purchase agreement with you; or
- (2) You or your "employee" while a leased or rented "auto" is in your custody for service, repair, pick up or delivery in the course of your business.

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

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

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

e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

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GARAGE COVERAGE FORM - CONTINUED

- f. Any accessories used with the electronic equipment described in Paragraph e. above.

Exclusions 2.e. and 2.f. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

3. FALSE PRETENSE

We will not pay for "loss" to a covered "auto" caused by or resulting from:

- a. Someone causing you to voluntarily part with it by trick or scheme or under false pretense; or
 - b. Your acquiring an "auto" from a seller who did not have legal title.
4. If your business is shown in the Declarations as an "auto" dealership or a recreational vehicle dealership, we will not pay for:
- a. "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.
 - b. Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
 - c. "Loss" due to theft of "customers' personal property" if there is no evidence of forced entry into the covered "auto" or the building in which it is located.

5. "DIMINUTION OF VALUE"

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GARAGE COVERAGE FORM - CONTINUED

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

6. OTHER EXCLUSIONS

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown, defective parts or materials or faulty "work you performed";
- b. Blowouts, punctures or other road damage to tires.

C. LIMITS OF INSURANCE

1. For "loss" to a covered "auto" the most we will pay is the lesser of:

- a. Your actual cost, exclusive of your profit, holdback or overhead expenses; or
- b. Whether or not repairs are made, the most we will pay is the percentage of the customary retail charges in your area, stated in the Declarations as Auto Dealers Special Repair Percentages and applying to Parts (including materials) and Labor. If your business is shown in the Declarations as a recreational vehicle dealership:
 - (1) The percentage for parts does not apply; and
 - (2) For parts, the most we will pay is your actual net cost plus up to 10% additional payment for shipping and handling.

- c. For damage caused by hail, the cost of using paintless dent repair in place of traditional repair costs.

If repairs are made by a subcontractor because the "loss" occurs more than 100 miles from your location, the most we will pay is 100% of the customary charges for parts, materials, and labor for that area regardless of the percentage indicated in the Declarations.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
4. For those businesses shown in the Declarations as "auto" dealerships or recreational vehicle dealerships, the following provisions also apply.
 - a. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in ITEM SEVEN of the

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GARAGE COVERAGE FORM - CONTINUED

Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in ITEM SEVEN of the Declarations for "loss" in transit.

b. QUARTERLY OR MONTHLY REPORTING PREMIUM BASIS

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the value you actually had on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75% of the Limit of Insurance shown in ITEM SEVEN of the Declarations for the applicable location.

c. NON-REPORTING PREMIUM BASIS

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the limit by the total values you actually had when "loss" occurred.

5. If "Autos" Left With You For Service, Repair, Storage or Safekeeping are indicated in the Declarations as covered "autos" for this coverage section, regardless of the number of "autos" or customers involved, the most we will pay in any one "loss" to "customers' personal property" will be the Customers Personal Property Limit of Insurance shown in ITEM SEVEN of the Declarations.

D. DEDUCTIBLE

1. For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations provided that:

a. "AUTO" DEALERS AND RECREATIONAL DEALERS SPECIAL DEDUCTIBLE PROVISIONS

If your business is shown in the Declarations as an "auto" dealership or a recreational vehicle dealership:

- (1) The per "auto" deductible shown in the Declarations will apply to all "loss" caused by those perils indicated in the Declarations. Refer to the Declarations for a description of the applicable deductibles.
- (2) If an aggregate deductible is shown in the Declarations for a covered cause of loss, regardless of the number of covered "autos" damaged or stolen, the aggregate

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GARAGE COVERAGE FORM - CONTINUED

deductible is the maximum deductible applicable for all "loss" in any one event. Refer to the Declarations for a description of the applicable deductibles.

- (3) When paintless dent repair is used, the per "auto" deductible applicable to the "loss" will be reduced by \$250.

b. NON-DEALERS ONLY SPECIAL DEDUCTIBLE PROVISIONS

If your business is shown in the Declarations as something other than an "auto" dealership or a recreational vehicle dealership, the Comprehensive Coverage deductible does not apply to "loss" caused by fire or lightning.

- c. If "Autos" Left With You for Service, Repair, Storage or Safekeeping is indicated in the Declarations as covered "autos" for this coverage section, the following applies:

Sometimes to settle a claim or "suit" we may pay all or part of any deductible or calculated repair percentage amount. If this occurs, you must reimburse us for the amount that we have paid on your behalf.

SECTION V - GARAGE CONDITIONS

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

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

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

- a. In the event of "accident", claim, "suit" or "loss" you must give us or our authorized representative prompt notice of the accident or "loss". Include:

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GARAGE COVERAGE FORM - CONTINUED

- (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "autos" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. LEGAL ACTION AGAINST US

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

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

4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES

At our option we may:

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GARAGE COVERAGE FORM - CONTINUED

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

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

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

B. GENERAL CONDITIONS

1. BANKRUPTCY

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

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

3. LIBERALIZATION

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

4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

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

5. OTHER INSURANCE

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GARAGE COVERAGE FORM - CONTINUED

- a. For any covered "auto" you own, this Coverage Form provides primary insurance, except it provides excess insurance while the covered "auto" is in the care, custody or control of any person or organization other than you, your partners (if you are a partnership), members (if you are a limited liability company), stockholders, officers, directors, "employees", "temporary workers", individuals furnished a covered "auto" and named in the Declarations or the members of their or your household.
- b. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- c. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow including an "auto" rented or hired by your "employee" for use in your "garage operations" is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- d. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability coverage is primary for any liability assumed under an "insured contract".
- e. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceed the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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GARAGE COVERAGE FORM - CONTINUED

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover:

- a. "Bodily injury", "property damage" and "losses" occurring;
and
- b. "Covered pollution cost or expense" arising out of
"accidents" occurring

during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hire, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "bodily injury", "property damage", "covered pollution cost or expense" and "losses" while the covered "auto" is being transported between any of these places.

The coverage territory is extended to anywhere in the world if the "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada. The original "suit" for damages resulting from such "bodily injury" or "property damage" must be brought in one of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

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

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GARAGE COVERAGE FORM - CONTINUED

SECTION VI - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage"
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer.
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any one of these.
- D. "Contract Driver" means:
1. Any person or organization using a covered "auto" within the scope of your permission and while under contract with you to drive a covered "auto" to a location you specify; and
 2. Any person or organization hired by you to provide drivers who, with your permission and while under contract to you, will transport a covered "auto" to a location you specify.
- E. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement; or
 2. Any claim or "suit by or on behalf of a governmental authority demanding

That the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants".

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

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

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GARAGE COVERAGE FORM - CONTINUED

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

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

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

F. "Customer's auto" means a customer's land motor vehicle, "trailer" or semitrailer. It also includes any "customer's auto" while left with you for service, repair, storage or safekeeping. Customers include your "employees" and members of their households who pay for services performed.

G. "Customers' personal property" means personal property left in a "customer's auto" except:

1. Money which includes:

- a. Currency, coins, and bank notes in current use having face value;
- b. Travelers checks, register checks, and money orders held for sale to the public.

2. Securities, which means any negotiable and non-negotiable instruments or contracts representing either money or other property. Securities also includes evidence of debt issued in connection with credit or charge cards.

3. Jewelry; and

4. Fine art.

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

I. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker" or "contract driver".

J. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these location. "Garage operations" includes the ownership, maintenance, or use of the "autos" indicated in

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GARAGE COVERAGE FORM - CONTINUED

SECTION I of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

- K. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- L. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume that tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 6. An elevator maintenance agreement;
 7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or leased, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

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GARAGE COVERAGE FORM - CONTINUED

3. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver; or
 4. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless in the business of transporting property by "auto" over a route or territory that person or organization is authorized to serve by public authority.
 5. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.
- M. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- N. "Loss" means direct and accidental loss or damage. "Loss" for a "customer's auto" also includes any resulting loss of use.
- O. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" shall also include any bacteria, fungus, mold, or yeast.
- P. "Products" includes:
1. The goods or products you made or sold in a garage business; and
 2. The providing of or failure to provide warnings or instructions.
- R. "Property Damage" means damage to or loss of use of tangible property.
- S. "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense".
- to which this insurance applies, are claimed.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

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GARAGE COVERAGE FORM - CONTINUED

- T. "Temporary worker" means a person who is furnished to substitute for a permanent "employee" on lease or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "contract driver".
- U. "Trailer" includes semitrailer.
- V. "Work you performed" includes:
1. Work that someone performed on your behalf; and
 2. The providing of or failure to provide warnings or instructions.

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GARAGE CUSTOMERS AMENDATORY ENDORSEMENT

For a covered "auto" garaged or licensed in, or "garage operations" conducted in Iowa, Kentucky, Maine, Ohio, Pennsylvania, or West Virginia, this endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Paragraph C. LIMIT OF INSURANCE of SECTION II - LIABILITY COVERAGE is amended by the addition of the following to subparagraph 3. LIMIT OF INSURANCE - "GARAGE OPERATIONS" - COVERED "AUTOS":

If your business is shown in the Declarations as an "auto" or recreational vehicle dealership, for your customers, the most we will pay for all damages resulting from an "accident" involving a covered "auto" is that portion of the Each "Accident" Limit of Insurance - "Garage Operations" - Covered "Autos" needed to comply with the minimum financial responsibility limits required by the state in which the "accident" took place.

All other terms and provisions of this policy remain unchanged.

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

I. SECTION II - LIABILITY COVERAGE is changed as follows:

- A. Paragraph A. COVERAGE subparagraph 1. "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS" is amended by the addition of the following:
1. We will pay defense costs to your "attorneys" for defending "operations suits" brought against you.
 2. We have the right, but not the duty, to investigate and to defend or settle any "operations suit" at our option. If we elect to:
 - a. Settle, we will pay all settlement costs in excess of your deductible.
 - b. Defend you against an "operations suit", settlement will be at your option and except for defense costs subject to this insurance, at your expense.
 3. Our payment of the LIMIT OF INSURANCE of this additional insurance ends any obligation we may have to defend you against an "operations suit".
 4. Nothing in this policy will serve to impair the client relationship between you and your "attorneys".
- B. For this endorsement only, paragraph A. COVERAGE subparagraph 3. WHO IS AN INSURED is replaced with:
3. WHO IS AN INSURED.
Only you are an "insured".
- C. Paragraph B. EXCLUSIONS is amended by the addition of the following:
- This additional insurance does not apply to the cost of defending:
1. Any dishonest, fraudulent, intentional, or criminal act or omission committed by you or at your direction;
 2. Allegations which claim damages for "bodily injury", "property damage" or "personal and advertising injury"
 3. Allegations to enforce a warranty agreement or mechanical break-down agreement provided or sold by you;
 4. Allegations of a duty to withdraw, recall, inspect, repair, replace, adjust, remove, or dispose of your "product" or your "work" because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in the "product" or "work";

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

5. Any "operations suits" brought as a result of your intentional refusal to negotiate a reasonable settlement prior to the "suit";
6. Allegations arising out of your activities as an insurance agent, broker or solicitor;
7. Any violation of an odometer, disclosure of prior damage, truth-in-lending or truth-in-leasing law; or
8. Allegations which are covered by other valid and collectible insurance.

D. Paragraph C. LIMIT OF INSURANCE is amended as follows:

1. The following is added to paragraph 1. AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

The Aggregate Limit of Insurance - "Operations Suits" shown in the Declarations and these rules fix the most we will pay, regardless of the number of:

- a. "Insureds";
- b. Acts or omissions which result in "operations suits";
- c. "Operations suits" brought; or
- d. Persons or organizations bringing "operations suits";

for the defense of all "operations suits" brought within each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance - Operations Suits.

2. The following is added to paragraph 2. EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS":

The Per "Operations suit" Limit of Insurance is the most we will pay, regardless of the number of:

- a. "Insureds";
- b. Acts or omissions which result in the "operations suit"; or
- c. Persons or organizations bringing the "operations suit";

for defense of an "operations suit".

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

3. The following is added for the coverage provided by this endorsement only:
- a. Following the conclusion of an "operations suit", we will pay all covered reasonable and necessary sums due your "attorneys" within 30 days of receiving their itemized bill. However, the covered defense costs:
 - (1) Must be at prevailing rates usual to the locality for the nature of the work; and
 - (2) Must include your "attorney's" daily record of work done and documentation of expenses.
 - b. If an "operations suit" contains allegations not covered by this additional insurance, we will only pay that portion of your "attorney's" bill pertaining to defense of an "operations suit" to which this insurance applies.

E. DEDUCTIBLE

Our obligation to pay defense costs and other expenses to settle an "operations suit" applies only in excess of the Deductible stated in the Declarations.

II. SECTION V - GARAGE CONDITIONS is changed as follows:

- A. For the purposes of this endorsement only, paragraph A. LOSS CONDITIONS subparagraph 2. DUTIES IN THE EVENT OF ACCIDENT CLAIM SUIT OR LOSS is replaced with the following:
2. DUTIES IN THE EVENT OF OPERATIONS SUIT
- a. In the event of "operations suit", you must give us or our authorized representative prompt notice of the "suit". Include:
 - (1) All legal papers and documents pertaining to the "operations suit";
 - (2) How and when the act or omission causing the "operations suit" took place;
 - (3) The names and addresses of persons involved or witnesses.
 - b. You must also cooperate and assist us:
 - (1) In our investigations;
 - (2) If we elect to defend, in the defense; and

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

- (3) If we decide to enforce contribution, subrogation, or indemnification of payments made by us.
- B. For the purpose of this endorsement only, Paragraph B. GENERAL CONDITIONS subparagraph 5. OTHER INSURANCE is replaced by the following:
5. OTHER INSURANCE
- a. This additional insurance is excess over any other valid and collectible and shall not contribute to it.
 - b. If other valid and collectible insurance does not pay your defense costs, we will pay to the extent this additional insurance would apply in the absence of other insurance. However, we will then be entitled to your rights against the other insurance.
- C. For this endorsement only, paragraph B. GENERAL CONDITIONS subparagraph 7. POLICY PERIOD, COVERAGE TERRITORY is replaced with the following:
7. POLICY PERIOD, COVERAGE TERRITORY
- This insurance applies only to "operations suits" filed against you:
- a. In the United States of America, its territories or possessions, Puerto Rico or Canada; and
 - b. While this insurance is in effect

III. ADDITIONAL DEFINITIONS

As used in this endorsement:

- A. "Attorney" means any person licensed to practice law in any jurisdiction of the United States, its possessions or territories, the District of Columbia or Canada.
- B. "Operations suit" means a civil proceeding, arbitration or mediation brought against you by or on behalf of a customer of yours and arising out of your "products" or "work".
- C. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses:
- 1. False arrest, detention, or imprisonment;
 - 2. Malicious prosecution;
 - 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

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OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 5. Oral or written publication of material that violates a person's right of privacy.
 6. Use of another's advertising idea in your advertisement;
 7. Infringement of copyright, title or slogan in your advertisement.
 8. Errors in the description of any product, prize or price committed in a joint advertising venture;
 9. Any alleged breach of contract in a joint advertising venture; or
 10. Discrimination, except employment related discrimination.
- D. "Products" means the goods or products, other than real property, that you make, sell, handle, distribute, rent, or lease to others.
- E. "Work" means installation, service, or repair operations performed by you or by someone else at your request.

All other terms and provisions of this policy remain unchanged

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FALSE PRETENSE COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. The following is added to SECTION I - COVERED AUTOS:

For "loss" caused by "false pretense", a covered "auto" shall include any "auto" you have acquired and, if coverage symbol 30 is indicated for the Physical Damage Coverage, a "customer's auto" in your possession for service or repair.

B. SECTION IV - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The following is added to paragraph A. COVERAGE:

We will pay for "loss" to a covered "auto" caused by "false pretense".

2. Paragraph B. EXCLUSIONS is amended as follows:

a. Exclusion 3. FALSE PRETENSE is replaced with the following:

"Loss" caused by or resulting from someone causing you to voluntarily part with a covered "auto" by any fraudulent scheme, trick or device, except for "loss" caused by "false pretense".

b. The following exclusion is added:

We will not pay for a "false pretense" "loss":

- (1) After the first installment payment has been made;
- (2) Due solely to an insufficient funds check;
- (3) Due solely to an undisclosed lien;
- (4) Due to incorrect information on a credit application or rental or lease agreement other than false or forged name, social security number or signature;
- (5) As the result of your contractual obligation to become liable in the event of default by the purchaser;
- (6) Due to non-payment for any reason, of any credit you extend;
- (7) Due to bankruptcy.

3. Paragraph C. LIMITS OF INSURANCE is amended by the addition of the following:

The most we will pay for "loss" caused by "false pretense" is the FALSE PRETENSE COVERAGE Per Person Limit shown in the Declarations for all "loss" caused by any one person, group of individuals, or organization within the policy period.

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FALSE PRETENSE COVERAGE - CONTINUED

4. Paragraph D. DEDUCTIBLE is amended by the addition of the following:

Our obligation to pay for repair or to replace a covered "auto" due to a "false pretense" "loss" will be reduced by the deductible for this coverage indicated in the Declarations. We will also deduct the actual value of any property or cash down payment delivered to you in full or partial payment for title to or possession of a covered "auto". This reduction does not apply to a "loss" arising out of receiving an "auto" from a seller who did not have legal title to the "auto".

- C. SECTION V - GARAGE CONDITIONS is amended as follows:

1. The following is added to Loss Condition 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS of paragraph A. LOSS CONDITIONS:

If there is a "loss" to a covered "auto" due to "false pretense" you must notify the police and agree to file a complaint with the proper authorities (empowered to issue warrants) against the person(s) or organization(s) causing the "loss".

2. The following is added to General Condition 5. OTHER INSURANCE of paragraph B. GENERAL CONDITIONS:

The "false pretense" coverage provided by this endorsement does not apply to "autos" owned or acquired by you and insured through a floor plan or finance source. However, "false pretense" coverage does apply to the value of improvements you have made to the covered "auto" (after you acquire it) which increase its value and exceeds the amount due from such other insurance.

- D. For the coverage provided by this endorsement, SECTION VI - DEFINITIONS is amended by the addition of the following:

"False pretense" means "loss" to a covered "auto" resulting from any of the following:

1. Someone causing you to voluntarily part with possession of or evidence of title to a covered "auto" when induced, at the time of sale, by:
 - a. Receipt of a forged or counterfeit instrument in payment;
 - b. Receipt of a check or other instrument written on an account closed before the instrument is presented for payment;
 - c. A false or forged name, social security number or signature on a credit application or if coverage is provided for leased or rented "autos", a rental or lease agreement;
 - d. Any other criminal scheme, criminal trick or criminal device.

You must have had legal title to and possession of the covered "auto" prior to the "loss".

2. Having acquired an "auto" from a seller who did not have legal title.

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FALSE PRETENSE COVERAGE - CONTINUED

3. Confiscation of a covered "auto" you own by a governmental or civil authority, for alleged or actual violations of laws governing the distribution, sale or use of a controlled substance, if the alleged or actual violations were committed by your customer or your "employee" without the knowledge or consent of you, your partners (if you are a partnership), members (if you are a limited liability company), directors or executive officers.
4. If a covered "auto", your voluntarily parting with a "customer's auto" resulting from a fraudulent scheme, trick or device. The "customer's auto" must have been in your possession immediately prior to the "loss".
5. Criminal conversion of a covered "auto" by:
 - a. Any person to whom you furnish a covered "auto" for their regular use; or
 - b. Your customer.

All other terms and provisions of this policy remain unchanged.

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BROADENED GARAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SECTION I - PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

A. COVERAGE

We will pay all sums the "insured" legally must pay as damages, including punitive damages where insurable by law, because of "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the Coverage Territory and during the Policy Period.

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

1. WHO IS AN INSURED

The following are "insureds":

- a. You and your spouse.
- b. Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses is an "insured" for "personal and advertising injury" resulting from conduct of any other partnership.
- c. Your "employees", executive officers, directors and stockholders but only while acting within the scope of their duties.

2. COVERAGE EXTENSIONS

Supplementary Payments. In addition to the Personal And Advertising Injury Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within the Personal And Advertising Injury Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

- d. All costs taxed against the "insured" in any "suit" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal And Advertising Injury Limit of Insurance.

B. EXCLUSIONS

1. This Insurance does not apply to:

a. "personal and advertising injury":

- (1) For which the "insured" has assumed liability under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
- (2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- (3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
- (4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
- (5) Arising out of any discrimination that includes an act that took place before the effective date of this insurance.
- (6) Arising out of any dishonest, malicious, fraudulent, criminal or intentional act, however, this exclusion does not apply to you if such act was committed by your "employee" (other than a partner, member, director, or executive officer) without your direction or your knowledge.
- (7) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- (8) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- (9) Arising out of the wrong description of the price of goods products or services stated in your "advertisement".
- (10) Committed by an "insured" whose business is advertising, broadcasting, publishing or telecasting.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

(11) To:

(a) A person arising out of any:

- (i) Refusal to employ that person;
- (ii) Termination of that persons employment; or
- (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (i), (ii) or (iii) above are directed.

This exclusion applies:

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

b. Any loss, cost or expense arising out of any:

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

2. The following is added to Paragraph B. EXCLUSIONS of SECTION II - LIABILITY COVERAGE:

PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

C. PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE

Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" (if applicable) and regardless of the number of "insureds", claims made, or "suits" brought or persons or organizations making claim or bringing "suits", the most we will pay for the sum of all damages because of all "personal and advertising

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

injury" sustained by any one person or organization is the Personal And Advertising Injury Limit of Insurance shown in the Declarations.

The Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal and advertising injury".

D. ADDITIONAL DEFINITIONS

As used in this coverage:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

"Mental injury" means humiliation, shock, fright, hurt, or damage as it related to an individual's emotional and intellectual well-being.

"Personal and advertising injury" means "mental anguish" or "mental injury", including consequential "bodily injury" arising out of one or more of the following offenses:

1. False arrest, detention, or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
5. Oral or written publications of material that violates a person's right of privacy;
6. Use of another's advertising idea in your "advertisement";
7. Infringement of copyright, title or slogan in your "advertisement".
8. Errors in the description of any product, prize or price committed in a joint advertising venture;
9. Any alleged breach of contract in a joint advertising venture; or
10. Discrimination, except employment related discrimination.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION II - HOST LIQUOR LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following:

We will also pay all sums the "insured" legally must pay as damages because of "bodily injury" or "property damage" arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

SECTION III - FIRE LEGAL LIABILITY COVERAGE

LIABILITY COVERAGE for "garage operations" is changed as follows:

- A. The insurance applies to "property damage" caused by fire to premises while rented to you or temporarily occupied by you with the permission of the owner.
- B. Exclusions 3 through 17 do not apply to the insurance provided by SECTION III of this endorsement.
- C. Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than "Autos" (if applicable), the most we will pay for all "property damage" resulting from any one fire is \$50,000 unless another limit is shown in the Schedule for this endorsement.
- D. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

SECTION IV - INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to any "insured" in the business or occupation of providing any of the services listed under the following definition:

As used in this coverage:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

"Bodily injury" also includes injury resulting from:

- 1. Providing or failing to provide any medical or related professional services;
- 2. Furnishing food or drink connected with any medical or other professional services; or
- 3. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION V - NON-OWNED WATERCRAFT COVERAGE

LIABILITY COVERAGE is changed as follows:

- A. Exclusion 11., WATERCRAFT OR AIRCRAFT is replaced by the following:

This insurance does not apply to:

- a. Any aircraft; or
- b. Any watercraft except a watercraft under 50 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations".

- B. If there is other applicable insurance covering damages payable under NON-OWNED WATERCRAFT COVERAGE, we will not make any payments under this coverage.

SECTION VI - ADDITIONAL PERSONS INSURED

LIABILITY COVERAGE is changed by adding the following to the WHO IS AN INSURED:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

SECTION VII - AUTOMATIC LIABILITY COVERAGE - NEWLY ACQUIRED GARAGE BUSINESS (90 days)

As used in this coverage:

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

"Insured" also includes as named "insured" any garage business that is acquired or formed by you or over which you maintain ownership or majority interest. However, "insured" does not include any garage business:

1. That is a joint venture;
2. That is an "insured" under any other similar liability or indemnity policy;
3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
4. 90 days or more after its acquisition or formation by you.

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BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

SECTION VIII - LIMITED WORLDWIDE LIABILITY COVERAGE

- A. The POLICY PERIOD, COVERAGE TERRITORY Garage Condition is changed by adding the following:

We also cover "bodily injury", "property damage" or "personal and advertising injury" that:

1. Occurs during the policy period shown in the Declarations; and
2. Is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside one of those places.

The original "suit" for damages resulting from such "bodily injury", "property damage" or "personal and advertising injury" must be brought within the coverage territory.

- B. We will not provide LIMITED WORLDWIDE LIABILITY COVERAGE for any "work you performed".

All other terms and provisions of this policy remain unchanged.

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LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

- D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

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COMMERCIAL AUTO

POLICY NUMBER 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

EFFECTIVE DATE
12-31-01

EMPLOYMENT PRACTICES ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GARAGE COVERAGE FORM

SCHEDULE

LIMITS OF LIABILITY \$ /EACH ACT; \$ /ANNUAL AGGREGATE
DEDUCTIBLE %

(IF NO ENTRY APPEARS ABOVE, INFORMATION REQUIRED TO COMPLETE THIS
ENDORSEMENT WILL BE SHOWN IN THE DECLARATIONS AS APPLICABLE TO
THIS ENDORSEMENT.)

THE POLICY IS AMENDED BY THE ADDITION OF THE FOLLOWING:

A. COVERAGE

1. WE WILL PAY ALL SUMS AN "INSURED" LEGALLY MUST PAY AS DAMAGES, INCLUDING PUNITIVE DAMAGES WHERE INSURABLE BY LAW, BECAUSE OF "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY" TO WHICH THIS INSURANCE APPLIES. THIS INSURANCE APPLIES TO "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY" ONLY IF IT IS CAUSED BY AN "ACT" OF "DISCRIMINATION", "WRONGFUL TERMINATION", OR "HARASSMENT" THAT RESULTS FROM YOUR EMPLOYMENT PRACTICES.
2. WE HAVE THE RIGHT AND DUTY TO DEFEND ANY "INSURED" AGAINST ANY "SUIT" ASKING FOR THESE DAMAGES. HOWEVER, WE HAVE NO DUTY TO DEFEND ANY "INSURED" AGAINST A "SUIT" SEEKING DAMAGES FOR AN "ACT" TO WHICH THIS ADDITIONAL INSURANCE DOES NOT APPLY. WE MAY INVESTIGATE AND SETTLE ANY CLAIM OR "SUIT" AS WE CONSIDER APPROPRIATE. OUR DUTY TO DEFEND OR SETTLE ENDS WHEN THE APPLICABLE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY THE PAYMENT OF JUDGMENTS OR SETTLEMENTS.

3. WHO IS AN INSURED

FOR THE PURPOSES OF THIS ENDORSEMENT ONLY, THE FOLLOWING ARE INSURED;

- A. YOU, THE NAMED INSURED;
- B. IF YOU ARE AN INDIVIDUAL, YOUR SPOUSE IS ALSO AN "INSURED";
- C. IF YOU ARE A PARTNERSHIP, YOUR PARTNERS AND THEIR SPOUSES ARE "INSURED", BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS;

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COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

- D. IF YOU ARE A LIMITED LIABILITY COMPANY, YOUR MEMBERS ARE "INSURED" BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS;
- E. YOUR DIRECTORS AND STOCKHOLDERS, BUT ONLY WITH RESPECT TO THE CONDUCT OF YOUR BUSINESS; AND
- F. YOUR EXECUTIVE OFFICERS AND OTHER "EMPLOYEES" BUT ONLY WHILE ACTING WITHIN THE COURSE AND SCOPE OF THEIR EMPLOYMENT.

EXCEPT WITH RESPECT TO THE LIMITS OF LIABILITY, THE ADDITIONAL INSURANCE PROVIDED BY THIS ENDORSEMENT APPLIES SEPARATELY TO EACH "INSURED".

B. EXCLUSIONS

THE ADDITIONAL INSURANCE PROVIDED BY THIS ENDORSEMENT DOES NOT APPLY TO:

- 1. ANY DISHONEST, MALICIOUS, FRAUDULENT, CRIMINAL OR INTENTIONAL "ACT"; HOWEVER, THIS EXCLUSION DOES NOT APPLY TO YOU IF SUCH "ACT" WAS COMMITTED BY YOUR "EMPLOYEE" (OTHER THAN A PARTNER, DIRECTOR, OR EXECUTIVE OFFICER) WITHOUT YOUR DIRECTION OR YOUR KNOWLEDGE;
- 2. ANY LIABILITY OF OTHERS ASSUMED BY ANY "INSURED" UNDER A CONTRACT OR FORMAL AGREEMENT.
- 3. ANY "ACT", THAT INCLUDES AN "ACT" WHICH TOOK PLACE BEFORE THE EFFECTIVE DATE OF THIS INSURANCE.
- 4. "DISCRIMINATION" OR "HARASSMENT" AGAINST ANY PERSON IN CONNECTION WITH THE ADMINISTRATION OF YOUR EMPLOYEE BENEFITS PROGRAM.
- 5. EXPENDITURES TO MODIFY, REPAIR OR REPLACE ANY WORKPLACE OR FACILITIES TO ACCOMMODATE THE PHYSICAL OR EMOTIONAL DISABILITIES OF ANY "EMPLOYEE" OR PROSPECTIVE "EMPLOYEE".
- 6. LIABILITY ARISING OUT OF ANY STRIKES, LOCKOUTS, DOWNSIZING ACTIONS OR FACILITY CLOSINGS.
- 7. FINES, PENALTIES, ASSESSMENTS OR DUTIES IMPOSED BY, STATE OR FEDERAL LAWS INCLUDING, BUT NOT LIMITED TO, THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974, THE FAIR LABOR STANDARDS ACT, THE NATIONAL LABOR RELATIONS ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE AMERICANS WITH DISABILITIES ACT, COBRA, ERISA, WORKERS' COMPENSATION ACT, OR ANY SIMILAR LAWS.

C. LIMITS OF LIABILITY

THE MOST WE WILL PAY UNDER THIS ADDITIONAL INSURANCE FOR ALL DAMAGES RESULTING FROM:

- 1. ANY ONE "ACT" IS THE EACH ACT LIMIT OF LIABILITY SHOWN IN THE SCHEDULE; AND
- 2. ALL "ACTS" COMMITTED DURING THE POLICY PERIOD IS THE ANNUAL AGGREGATE LIMIT OF LIABILITY SHOWN IN THE SCHEDULE.

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COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

D. CLAIM DEDUCTIBLE

1. OUR OBLIGATION TO PAY DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS WILL BE REDUCED BY A DEDUCTIBLE EQUAL TO THE DEDUCTIBLE PERCENTAGE SHOWN IN THE SCHEDULE, FOR EACH "SUIT" OR CLAIM FILED AGAINST YOU, MULTIPLIED BY THE TOTAL OF ALL DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS.
2. THE MOST WE WILL DEDUCT FOR ALL DAMAGES, DEFENSE COSTS, AND SETTLEMENT COSTS FOR EACH CLAIM OR "SUIT" IS THE DEDUCTIBLE PERCENTAGE MULTIPLIED BY THE EACH ACT LIMIT OF LIABILITY SHOWN IN THE SCHEDULE.
3. THE TERMS OF THIS INSURANCE, INCLUDING THOSE WITH RESPECT TO:
 - A. OUR RIGHT AND DUTY TO DEFEND THE INSURED AGAINST ANY "SUIT" SEEKING THOSE DAMAGES; AND
 - B. YOUR DUTIES IN THE EVENT OF A CLAIM OR "SUIT"APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE.
4. WE MAY PAY ANY PART OR ALL OF THE DEDUCTIBLE AMOUNT TO EFFECT SETTLEMENT OF ANY CLAIM OR "SUIT" AND, UPON NOTIFICATION OF THE ACTION TAKEN, YOU SHALL PROMPTLY REIMBURSE US FOR THE PART OF THE DEDUCTIBLE AMOUNT THAT HAS BEEN PAID BY US.

E. POLICY PERIOD, COVERAGE TERRITORY

THIS ENDORSEMENT APPLIES TO "ACTS" OCCURRING WHILE THIS ADDITIONAL INSURANCE IS IN EFFECT AND ONLY IN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, PUERTO RICO OR CANADA.

F. DEFINITIONS

1. THE FOLLOWING DEFINITION REPLACES THE DEFINITION IN THE GARAGE COVERAGE FORM AND APPLIES ONLY TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT.

"SUIT" MEANS A CIVIL PROCEEDING IN WHICH DAMAGES BECAUSE OF "BODILY INJURY", "MENTAL ANGUISH", OR "MENTAL INJURY", TO WHICH THIS INSURANCE APPLIES, ARE ALLEGED. A "SUIT" WILL INCLUDE AN ARBITRATION PROCEEDING, AN ADMINISTRATIVE PROCEEDING BY A FEDERAL, STATE, OR LOCAL GOVERNMENTAL ENTITY, OR OTHER ALTERNATIVE DISPUTE RESOLUTION PROCEEDING IN WHICH COVERED DAMAGES ARE CLAIMED AND TO WHICH THE "INSURED" MUST SUBMIT OR DOES SUBMIT WITH OUR CONSENT.
2. THE FOLLOWING DEFINITIONS APPLY IN ADDITION TO THE DEFINITIONS INCLUDED IN THE GARAGE COVERAGE FORM AND APPLY TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT ONLY.

"ACT" MEANS ALL CONDUCT, INCLUDING CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL HARMFUL CONDUCT, BY AN INDIVIDUAL OR GROUP OF INDIVIDUALS, WHETHER DIRECTED AT AN INDIVIDUAL OR GROUP OF INDIVIDUALS.

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COMMERCIAL AUTO

EMPLOYMENT PRACTICES ENDORSEMENT - CONTINUED

"DISCRIMINATION" IS TO DISTINGUISH BY DISCERNING OR EXPOSING DIFFERENCES BASED ON SEX, AGE, RACE, RELIGION, NATIONAL ORIGIN, OR PHYSICAL CAPABILITIES.

"HARASSMENT" IS UNWELCOME ADVANCES, WHETHER VERBAL OR PHYSICAL, REQUESTS FOR SEXUAL FAVORS, AND OTHER VERBAL OR PHYSICAL CONDUCT WHEN:

- A. SUBMISSION TO SUCH CONDUCT BY AN INDIVIDUAL IS MADE EXPLICITLY OR IMPLICITLY A TERM OR CONDITION OF EMPLOYMENT.
- B. SUBMISSION TO, OR REJECTION OF SUCH CONDUCT BY AN "EMPLOYEE" IS USED AS THE BASIS FOR AN EMPLOYMENT DECISION.
- C. AND SUCH CONDUCT HAS THE PURPOSE OR AFFECT TO INTERFERE WITH AN "EMPLOYEES" WORK PERFORMANCE, OR CREATES A HOSTILE OR INTIMIDATING ENVIRONMENT.

"MENTAL ANGUISH" IS EXTREME PAIN OR DISTRESS INFLICTED UPON AN "EMPLOYEE'S" EMOTIONAL AND INTELLECTUAL CONDITION WITH REGARDS TO THE "EMPLOYEE'S" RESPONSE TO THE ENVIRONMENT.

"MENTAL INJURY" IS HUMILIATION, SHOCK, FRIGHT, HURT, OR DAMAGE, AS IT RELATES TO AN "EMPLOYEE'S" EMOTIONAL AND INTELLECTUAL WELL-BEING.

"WRONGFUL TERMINATION" IS TERMINATION OF AN EMPLOYMENT RELATIONSHIP IN A MANNER WHICH IS AGAINST THE LAW, OR IN BREACH OF AN IMPLIED AGREEMENT TO CONTINUE EMPLOYMENT. WRONGFUL TERMINATION DOES NOT INCLUDE DAMAGES LEGALLY OWED UNDER AN EXPRESS CONTRACT OF EMPLOYMENT OR AN EXPRESS OBLIGATION TO MAKE PAYMENTS IN THE EVENT OF THE TERMINATION OF EMPLOYMENT.

ALL OTHER TERMS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

GA 000100 05 00



AUTOMOBILE DEALERS ECONOMIC LOSS COVERAGE - NEW VEHICLES

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The policy is amended by the addition of the following:
SECTION IV - PHYSICAL DAMAGE COVERAGE

A. COVERAGE, is modified to include the following:

ECONOMIC LOSS.

We will pay for "economic loss" caused by collision or overturn including collision or overturn as a result of theft, provided the cost to repair the "auto" exceeds 10% of the "actual dealer cost".

We will only pay for "economic loss" under this endorsement if the "auto":

1. Is a private passenger vehicle or truck type of 10,000 GVW or less;
2. Has not been previously titled and registered;
3. Has an odometer reading of less than 6,000 miles; and
4. Has been repaired for the collision damage which resulted in "economic loss".

B. LIMITS OF INSURANCE

The most we will pay for "economic loss" to a covered "auto" is 10% of the "actual dealer cost" or the limit listed in the Declarations, whichever is less.

C. ADDITIONAL DEFINITIONS

SECTION VI - DEFINITIONS is modified, for this endorsement only, by the addition of the following:

"Actual Dealer Cost" is the amount of the dealer invoice plus any dealer installed (including subcontractor installed) accessories and enhancements, exclusive of profit, factory holdback, advertising and overhead expense.

"Actual Retail Price" is the final retail price of the vehicle excluding taxes, title, registration, and tags.

"Economic Loss" means the difference between the "actual dealer cost" and the "actual retail price" of a repaired "auto" when the "actual retail price" is less than the "actual dealer cost".

All other terms and provisions of the policy remain unchanged.

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A. LEASING CONCERNS CONTINGENT LIABILITY COVERAGE - If coverage is indicated in the Declarations, the following modifications apply:
1. SECTION II - LIABILITY COVERAGE and any required No-fault and Uninsured Motorist Insurance is amended, for this endorsement only, by the addition of the following:
 - a. Coverage is provided by this endorsement on a contingent basis, for a covered "auto" which is a "leased auto" subject to the following conditions:
 - (1) The "lessee" has furnished you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured on the "lessee's" policy as required by the "leasing agreement";
 - (2) At the time of an "accident" the insurance required by the "leasing agreement" is not collectible; and
 - (3) You have met all of the Loss Conditions in the "lessee's" insurance policy and have made an attempt to recover damages for "loss" from the "lessee's" coverage. A letter declining coverage under the "lessee's" policy will validate your efforts.
 - b. If you have been notified of the "lessee's" policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:
 - (1) The date you regain custody of the "leased auto", or
 - (2) 30 days after the effective date of cancellation of the "lessee's" policy.
 - c. For you, your "employees", or agents, the limit of our liability, for the insurance provided by this endorsement, is the limit of liability shown in the Declarations as applicable to this coverage.
 - d. For the "lessee", any "employee" or agent of the "lessee" or any person, except you or your "employees" or agents, operating the "leased auto" with the permission of any of these, limit of our liability for the insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law in the state where the accident occurs.
 2. SECTION II - LIABILITY COVERAGE, Paragraph B. EXCLUSION 7. does not apply to a "leased auto" to which this endorsement applies.

GA 000800 05 00

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE - CONTINUED

B. LEASING CONCERNS CONTINGENT PHYSICAL DAMAGE - If coverage is indicated in the Declarations, the following modifications apply:

1. SECTION IV - PHYSICAL DAMAGE COVERAGE, Paragraph A. COVERAGE, is amended, for this endorsement only, by the addition of the following:

a. Coverage is provided by this endorsement on a contingent basis, for a covered "auto" which is a "leased auto" subject to the following conditions:

- (1) The "lessee" furnishes you with a certificate of insurance, a copy of the policy, or a copy of the endorsement making you an additional insured or loss Payee on the "lessee's" policy as required by the "leasing agreement";
- (2) At the time of an "accident" the insurance required by the "leasing agreement" is not collectible; and
- (3) You have met all of the Loss Conditions in the "lessee's" insurance policy and have made an attempt to recover damages for "loss" from the "lessee's" coverage. A letter declining coverage under the "lessee's" policy will validate your efforts.

b. If you have been notified of the "lessee's" policy cancellation, the insurance provided by this endorsement ends the earlier of the following dates:

- (1) The date you regain custody of the "leased auto", or
- (2) 30 days after the effective date of cancellation of the "lessee's" policy.

2. SECTION IV - PHYSICAL DAMAGE COVERAGE, Paragraph B. EXCLUSION, Subparagraph 2.a. does not apply to a "leased auto" to which this endorsement applies.

C. GARAGE CONDITIONS AND DEFINITIONS MODIFIED BY THIS ENDORSEMENT

1. SECTION V - GARAGE CONDITIONS is modified, for this entire endorsement, by the addition of the following:

a. Paragraph B., GENERAL CONDITIONS, is modified by the addition of the following:

- (1) 5. OTHER INSURANCE is replaced with the following, for this endorsement only: The insurance provided by this endorsement is excess over any other collectible insurance whether primary, excess, or contingent, unless such insurance is specifically written to apply in excess of this policy.

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LEASING CONCERNS
CONTINGENT LIABILITY COVERAGE
CONTINGENT PHYSICAL DAMAGE COVERAGE - CONTINUED

(2) 6. PREMIUM AUDIT is amended by the addition of the following:

- c. We may examine and audit your records during the policy period and within one year after the termination of this insurance to the extent that they relate to the premium basis for this coverage.

2. SECTION VI - DEFINITIONS is modified, for this entire endorsement only, by the addition of the following:

- a. "Leased auto" means an "auto" you lease to a "lessee" under a "lease agreement".
- b. "Lessee" means a person or organization who leases an "auto" from you under a "lease agreement".
- c. "Lease agreement" means a written agreement between you and a "lessee" which:
 - (1) Provides for the exclusive use of a "leased auto" by the "lessee" for a period of not less than six consecutive months; and
 - (2) Requires the "lessee" to provide:
 - (a) Physical damage insurance on the "leased auto" if we are providing Contingent Physical Damage Coverage.
 - (b) Liability insurance on the "leased auto" if we are providing Contingent Liability Coverage.

All other terms and provisions of the policy remain unchanged.

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BROAD FORM COMPLETED OPERATIONS

This endorsement modifies insurance provided under the:
GARAGE COVERAGE FORM

I. SECTION II - LIABILITY COVERAGE is amended as follows:

B. EXCLUSIONS is amended by replacing the subparagraph titled WORK YOU PERFORMED with the following:

This insurance does not apply to any of the following:

WORK YOU PERFORMED

"Property damage" to "work you performed", but solely as respects "property damage" to:

- a. the faulty work out of which the "loss" arises; or
- b. the defective parts, material, or equipment used in connection with the work and out of which the "loss" arises.

All other terms and provisions of the policy remain unchanged.

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EXCLUSION OF AUTOS LOANED TO SCHOOLS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A. SECTION II - LIABILITY COVERAGE is changed by adding the following to B. EXCLUSIONS:

This insurance does not apply to:

Any "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program. However, if liability insurance obtained by the school is not available:

1. This exclusion shall not apply to you; and
2. If required by law, this insurance will provide minimum financial responsibility limits on such "auto" for the school and persons authorized to operate such "auto".

- B. SECTION IV-PHYSICAL DAMAGE COVERAGE is changed by adding the following to B. EXCLUSIONS:

This insurance does not apply to:

Any "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program.

- C. The AUTO MEDICAL PAYMENTS COVERAGE endorsement is changed by adding the following to C. EXCLUSIONS:

This insurance does not apply to:

"Bodily injury" to anyone while occupying or using an "auto" which is on loan to a school under an agreement to provide "autos" for a driver training program. However, this exclusion shall not apply to you.

All other terms and provisions of the policy remain unchanged.

CA 88 03 05 00

COMMERCIAL AUTO

POLICY NUMBER 49-71684-12

NAMED INSURED
DICK EAZOR CHEVY PONTIAC INC

EFFECTIVE DATE
12-31-01

ALL TERRAIN VEHICLES LIMITATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GARAGE COVERAGE FORM

THIS POLICY, INCLUDING ANY MEDICAL PAYMENTS OR REQUIRED NO-FAULT COVERAGES MADE A PART OF IT, EXCLUDES AND DOES NOT APPLY TO:

ANY "LOSS" ARISING OUT OF:

1. THE LEASE OR RENTAL OF ANY "ALL TERRAIN VEHICLE";
2. CUSTOMER DEMONSTRATION OF ANY "ALL TERRAIN VEHICLE" WHICH THE INSURED OWNS AND ALLOWS CUSTOMERS TO OPERATE AWAY FROM AN INSURED LOCATION AS DESCRIBED IN THE DECLARATIONS.

THE FOLLOWING DEFINITION IS ADDED FOR THIS ENDORSEMENT ONLY:

"ALL TERRAIN VEHICLE" MEANS MOTOR VEHICLES DESIGNED PRINCIPALLY FOR RECREATIONAL USE OFF PUBLIC ROADS, WHETHER OR NOT SUBJECT TO MOTOR VEHICLE REGISTRATION INCLUDING, BUT NOT LIMITED TO, SNOWMOBILES AND MINIBIKES.

ACKNOWLEDGEMENT	DATE
INSURANCE REPRESENTATIVE	
INSURED	
TITLE	

ALL OTHER CONDITIONS, TERMS, PROVISIONS, AND DEFINITIONS REMAIN THE SAME AND DO APPLY.

CA 88 07 05 00



DEALERS DRIVEAWAY COLLISION COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

PHYSICAL DAMAGE COVERAGE is changed as follows:

The exclusion relating to collision "loss" to covered "autos" driven or transported more than fifty road miles from point of purchase or distribution to their destination does not apply.

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AMENDMENT - DEDUCTIBLE FOR COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Under SECTION II - LIABILITY COVERAGE, paragraph D. DEDUCTIBLE is replaced by the following:

We will deduct \$500 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

CA 88 09 05 00



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK
DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY
UMBRELLA LIABILITY COVERAGE PART

1. The insurance does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage:"
- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form - CONTINUED

- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property threat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material" "Special nuclear material" or "by-product material;"

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

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

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

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if any any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

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

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
Broad Form - CONTINUED

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

"Property damage" includes all forms of radioactive contamination of property.

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PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS

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

3. CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

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

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to



PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL - CONTINUED

insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

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

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
 - 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
 - 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B. The following are added and supersede any provisions to the contrary:
- 1. NONRENEWAL
If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

IL 02 46 09 00

Copyright, Insurance Services Office, Inc., 2000



PENNSYLVANIA CHANGES -
CANCELLATION AND NONRENEWAL - CONTINUED

2. INCREASE OF PREMIUM

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

IL 02 46 09 00

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EAZ 49-71684-12 50 011
03-01-05
PAGE 003 of 003

01070



PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

IL 09 10 (Ed. 01 81)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

LYNN A. SHARP,

Plaintiff

vs.

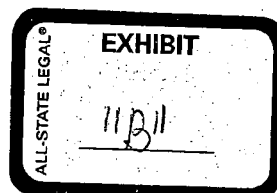
No.

CANDACE A. EAZOR, Administrator
of the Estate of Richard A. Eazor,
Defendant

COMPLAINT

AND NOW, comes Plaintiff, Lynn A. Sharp, by and through her attorneys, The Hopkins Law Firm, and files the within Complaint against Candace A. Eazor, Administrator of the Estate of Richard A. Eazor and in support thereof says as follows:

1. Lynn A. Sharp is an adult individual maintaining a principal residence at 416 Maple Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, Candace A. Eazor, is an adult individual who resides at 508 North Court, DuBois, Pennsylvania 15801. Candace A. Eazor was appointed as Administrator of the Estate of Richard A. Eazor by the Register of Wills of Jefferson County, Pennsylvania by document dated October 17, 2002.
3. On October 6, 2002, Richard A. Eazor was driving an automobile owned by Plaintiff in or about the Siegel area.
4. Plaintiff was a passenger sitting in the front passenger seat on the right hand side of the motor vehicle operated by Richard A. Eazor.



5. Without cause nor reason from the Plaintiff, Richard A. Eazor drove the motor vehicle in a negligent, careless and reckless manner so as to cause same to leave the roadway striking a tree.

6. The negligence, carelessness and recklessness of Richard A. Eazor, consisted of one or more of the following acts:

- a. Operating the motor vehicle while intoxicated;
- b. Operating the motor vehicle at a rate of speed far in excess of the posted speed limit and in excess of the fair, safe and reasonable speed for the roadway where the collision occurred;
- c. Failing to operate the motor vehicle on the right side of the roadway;
- d. Operating the motor vehicle without due regard to the rights, safety and well being and position of Plaintiff under the circumstances;
- e. Operating the motor vehicle without regard to the current weather and road conditions;
- f. Operating the motor vehicle at such a speed so as to not be able to stop within his assured cleared distance;
- g. Failing to maintain the motor vehicle on the roadway;
- h. Operating motor vehicle without a valid drivers license;
- i. Such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery.

7. As a direct, proximate, natural, foreseeable and probable consequence of Richard A. Eazor's negligence, carelessness and reckless conduct, Plaintiff suffered

severe personal injuries, including, but not limited to, head injuries, collapsed lung, bleeding spleen, right leg injuries and left foot injuries.

8. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered, and will suffer in the future, great pain, agony and inconvenience.

9. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff may lose wages in the future and will suffer a reduction in her earning power.

10. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has incurred, and will in the future incur, expenses for medical treatment and physical therapy in an amount not yet ascertained.

11. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered loss in the quality of her life.

12. As a direct and proximate result of Richard Eazor's negligence, carelessness and reckless conduct, Plaintiff has suffered serious injuries within the meaning of Commonwealth of Pennsylvania statutes.

13. Defendant is liable for Plaintiff's injuries described herein, inasmuch as Plaintiff's injuries are the direct, proximate, natural, foreseeable and probable consequences of Richard Eazor's negligence, carelessness and reckless conduct.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages in an amount exceeding \$20,000.00, costs of suit, interest and such further relief as the Court may deem just and equitable.

COUNT II

14. Plaintiff repeats all of the allegations set forth in Count I as if set forth at length herein.

15. The actions of Richard A. Eazor, operating a motor vehicle while intoxicated with a blood alcohol content in excess of the legal limit as defined by the statutes of the Commonwealth of Pennsylvania and at a time Defendant was prohibited from consuming any alcohol under the terms of probation as a result of Richard A. Eazor having been convicted of driving under the influence of alcohol.

16. The actions of Richard A. Eazor constitutes deliberate intentional or grossly negligent act and as a result thereof, Plaintiff has suffered damages as set forth in Count I.

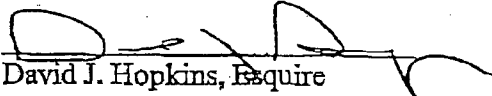
WHEREFORE, Plaintiff demands judgment against Defendant, Candace A. Eazor, Administrator of the Estate of Richard A. Eazor, for the following:

- a. Compensatory damages in excess of \$20,000.00;
- b. Punitive damages;
- c. Cost of suit;
- d. Such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by twelve jurors on all issues presented herein.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Plaintiff

vs.

LYNN A. SHARP,
Defendant

NO. 48 2003-CD

FILED
JAN 2 2003
TONYAC
PRO. & CLERK

COMPLAINT

AND NOW, comes CANDACE A. EAZOR, Administratrix of the Estate of her brother, RICHARD A. EAZOR, by and through her Attorneys, FERRARO & YOUNG, and files the within Complaint against LYNN A. SHARP and sets forth the following concise facts:

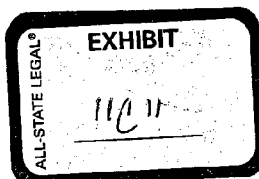
1. CANDACE A. EAZOR is an adult individual who resides at 508 North Court, DuBois, PA (15801), and has been duly appointed as the Administratrix of the Estate of her brother, RICHARD A. EAZOR, by the Register of Wills of Jefferson County, PA, on October 17, 2002.

2. LYNN A. SHARP is an adult individual whose current address is 416 Maple Avenue, DuBois, Clearfield County, PA (15801).

3. At all times material to the within Complaint, the said RICHARD A. EAZOR and LYNN A. SHARP were living together at the residence of RICHARD A. EAZOR at Game School Road, RR #1, Polk Township, Jefferson County, PA

4. At all times material hereto, the Defendant, LYNN A. SHARP, had declared her residence as being that of RICHARD A. EAZOR in Polk Township, Jefferson County, Pennsylvania, and had enrolled her daughter, Renee, in the Brockway Area School District, and declared that address as her residence.

A TRUE COPY
ATTEST:



COUNT I – WRONGFUL DEATH/SURVIVAL ACTION

5. Paragraphs 1 through 4 above are hereby incorporated in this Count by reference thereto.

6. On or about October 6, 2002, LYNN A. SHARP was driving her automobile in or about the Sigel area in Jefferson County, PA.

7. The said RICHARD A. EAZOR was a passenger sitting in the front passenger seat on the right hand side of the motor vehicle which was being operated by LYNN A. SHARP at all times material hereto

8. Without cause or reason from the Plaintiff, the said Defendant, LYNN A. SHARP, drove the motor vehicle in a negligent, careless and reckless manner so as to cause the same to leave the highway and strike a tree.

9. The negligence, carelessness and recklessness of LYNN A. SHARP consisted of one or more of the following acts:

- (a) Operating the motor vehicle while intoxicated;
- (b) Operating the motor vehicle at a rate of speed far in excess of the posted speed limit and in excess of the fair, safe and reasonable speed for the roadway where the collision occurred;
- (c) Failing to operate the motor vehicle on the right side of the roadway;
- (d) Operating the motor vehicle without due regard to the rights, safety and well-being and position of Plaintiff under the circumstances;
- (e) Operating the motor vehicle without regard to the current weather and road conditions;
- (f) Operating the motor vehicle at such a speed so as to not be able to stop within her assured cleared distance;
- (g) Failing to maintain the motor vehicle on the roadway; and
- (h) Such other acts of negligence, carelessness and recklessness as may be determined through the process of discovery.

10. As a direct, proximate, natural, foreseeable and probable consequence of LYNN A. SHARP's negligence, carelessness and reckless conduct, the said RICHARD A. EAZOR suffered severe and fatal personal injuries, resulting in his death prior to arriving

at the DuBois Regional Medical Center, which included blunt force to the head, blunt force to the face, fracture or dislocation of the face, blunt force to the chest, fracture or dislocation of the chest and soft, closed wound to the chest, all of which resulted in cardiac arrest, which is the direct and proximate result of the injuries sustained and the negligence of the Defendant.

11. As the direct and proximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR suffered great pain, agony and inconvenience from the time of the collision until his death, a short time later in Jefferson County, PA.

12. As a direct and approximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR has lost wages in the future and terminated any earning power.

13. As a direct and proximate result of LYNN A. SHARP's negligence, carelessness and reckless conduct, RICHARD A. EAZOR suffered the loss of his life.

14. Defendant, LYNN A. SHARP, is liable for the wrongful death and survival action for the loss of his life, said action by his family, heirs and his Estate, whose injuries, losses and death are the direct, proximate, natural, foreseeable and probable consequences of LYNN A. SHARP's negligence, carelessness and reckless conduct.

WHEREFORE, CANDACE A. EAZOR, Administratrix for the Estate of RICHARD A. EAZOR respectfully demands judgment against the Defendant for compensatory damages in an amount exceeding \$20,000.00, costs of suit, interest and such further relief as the Court may deem just and equitable.

COUNT II - GROSS NEGLIGENCE

15. Paragraph 1 through 14 above are hereby incorporated in this Count by reference thereto.

16. The actions of LYNN A. SHARP, IN operating a motor vehicle while under the influence of blood alcohol content in excess of the legal limit as defined by the statutes of the Commonwealth of Pennsylvania, and at a time when Defendant was driving under the influence of alcohol constitutes gross negligence.

17. The actions of LYNN A. SHARP constitute deliberate, intentional or grossly negligent acts and as a result thereof, RICHARD A. EAZOR suffered the loss of his life as set forth in Count I.

WHEREFORE, Plaintiff demands judgment against the Defendant, LYNN A. SHARP, for the following:

- (a) Compensatory damages in excess of \$20,000.00;
- (b) Punitive damages;
- (c) Costs of suit;
- (d) Such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all the issues presented herein.

Respectfully submitted,

BY: 

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

LYNN A. SHARP,

Plaintiff

vs.

No. 02-1890-C.D.

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Defendant

IN THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY PENNSYLVANIA
(CIVIL DIVISION)

FILED

CANDACE A. EAZOR, Administratrix
of the Estate of Richard A. Eazor,
Plaintiff

vs.

No. 48 C.D. 2003

NOV 19 2004

TONYA S. GEIST
PRO. & CLERK of COURTS

LYNN A. SHARP,

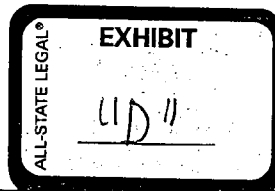
Defendant

CONSENT ORDER

AND NOW, this 26th day of May, 2004, upon consent of the parties, it is
hereby ORDERED and ADJUDGED as follows:

1. The Petition to Coordinate Actions Pursuant to Pa.R.C.P. §243.1 filed by
Lynn A. Sharp is hereby granted;
2. Court of Common Pleas of Clearfield County case of Lynn A. Sharp vs.
Candace A. Eazor, Administratrix of the Estate of Richard A. Eazor filed to Docket No.
2002-1890 C.D. and Court of Common Pleas of Jefferson County case of Candace A.
Eazor, Administratrix of the Estate of Richard A. Eazor vs. Lynn A. Sharp filed to

ENTERED



Docket No. 48-C.D. 2003 shall be coordinated in the Court of Common Pleas of Clearfield County;

3. All discovery and pre-trial matters in the coordinated cases shall be filed in Clearfield County using the caption of this Order;

4. The trial of the coordinated cases shall be heard in Clearfield County; and

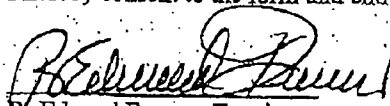
5. All proceedings in the Court of Common Pleas of Jefferson County shall be stayed.

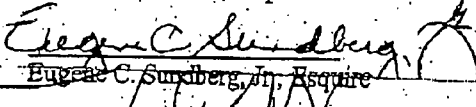
BY THE COURT,

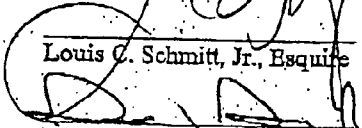
/s/ Paul E. Cherry

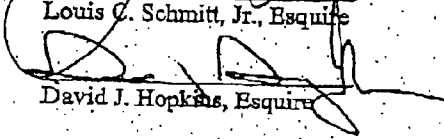
JUDGE.

I hereby consent to the form and entry of the within Order.


Edward Ferraro, Esquire


Eugene C. Sundberg, Jr., Esquire


Louis C. Schmitt, Jr., Esquire


David J. Hopkins, Esquire

WILLIAM WEILER, JR., ESQUIRE

20399 ROUTE 19 NORTH, SUITE 205
CRANBERRY TOWNSHIP, PA 16066
724/776-3795 FAX: 724/742-9066
e-mail: wweilerlaw@zoominternet.net

December 3, 2004

VIA FAX AND U. S. MAIL: 888/533-7827

Sentry Insurance
Customer Service Department
1800 North Point Drive
Stevens Point, WI 54481

RE: Dick Eazor Chevrolet-Pontiac
Policy No. 49-71684-14

Dear Sirs:

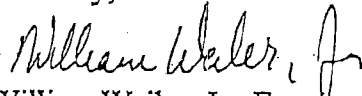
I represent Dick Eazor Chevrolet-Pontiac and the Estate of Richard Eazor. Richard Eazor died in an automobile accident, which occurred on October 6, 2002. He was a passenger in a 1989 Chevrolet Corsica owned by the driver, Lynn A. Sharp, which struck a tree at approximately 4:00 a.m. on that date. The vehicle was not owned by Dick Eazor Chevrolet-Pontiac or Richard Eazor in any manner. Ms. Sharp's automobile policy had a \$15,000.00/\$30,000.00 limitation for first party benefits.

We are hereby making a claim for underinsured motorist coverage under the provisions of the above-referenced policy. I will forward you a complete demand letter, which includes our expert medical report, and our expert economic loss report, a copy of the driver/owner's declarations page, and all other supporting documents, in the near future.

I am also writing to request that you forward to me a copy of the loss run for each applicable policy period arising during the period of January 1, 2000 through December 1, 2004. Please forward the loss runs to my attention at your earliest convenience.

Thank you for your time and consideration in this matter. If you have any questions or comments, please do not hesitate to call.

Sincerely,


William Weiler, Jr., Esquire

WW/llr



WILLIAM WEILER, JR., ESQUIRE

20399 ROUTE 19 NORTH, SUITE 205
CRANBERRY TOWNSHIP, PA 16066
724/776-3795 FAX: 724/742-9066
e-mail: wweilerlaw@zoominternet.net

December 10, 2004

Sentry Insurance
Customer Service Department
1800 North Point Drive
Stevens Point, WI 54481

DEC 13 2004

RE: Estate of Richard Eazor, Jr., Candace Eazor, Executrix, and Dick Eazor
Chevrolet-Pontiac
Policy No. 49-71684-14

Dear Sirs:

I represent Dick Eazor Chevrolet-Pontiac and the Estate of Richard Eazor, Jr. Richard Eazor died as the result of blunt force trauma injuries suffered in an automobile accident, which occurred on October 6, 2002. He was a passenger in a 1989 Chevrolet Corsica owned and operated by Lynn A. Sharp, which struck a tree at approximately 4:00 a.m. on that date, after Ms. Sharp lost control of her vehicle attempting to swerve to avoid hitting a deer. Mr. Eazor was not wearing a seat belt, and the vehicle had no airbags. He struck the passenger side dashboard of the Corsica with his chest, but apparently was not aware that he had suffered massive internal injuries at the time.

After the accident, Mr. Eazor attempted to remove Ms. Sharp through the driver's side door of the vehicle, but the door was inoperable as a result of the damage caused by the impact. He therefore pulled her over and across the center console, and attempted to have her walk with him to a nearby house. Upon ascertaining that she had a compound fracture of the right ankle, such that she could not walk, he left her at the accident scene, in the passenger's side front seat of her vehicle, and walked to the road to flag down a vehicle. The parties were picked up by two individuals, William J. Cox and Rebecca L. Barraclough, and driven to Ms. Barraclough's home, where an ambulance was summoned. Ms. Sharp was taken by Life Flight to Allegheny General Hospital in Pittsburgh. Mr. Eazor was then taken by ambulance to a local hospital as a precautionary measure. However, he died of his injuries either immediately to or during the ambulance transport, and was declared dead upon arrival at the hospital.

The State Police Report states that the driver of the vehicle was driving at an unsafe speed for conditions, in violation of 75 Pa. C.S.A. Section 3361. No citation was issued to either Ms. Sharp or Mr. Eazor. State Trooper Guy Battestilli, who wrote the report, admitted in his deposition that he made the presumption that Mr. Eazor was driving, as Ms. Sharp was

Sentry Insurance
December 9, 2004

in the passenger side of the vehicle, where Mr. Eazor had placed her prior to seeking assistance, when he arrived at the accident scene. Based on this presumption, Trooper Battestilli states in the police report that there were also violations of 75 Pa. C.S.A. Section 3731, Driving while Intoxicated, and Section 1543B, Driving on a Suspended License, by Mr. Eazor. As admitted by Trooper Battestilli, however, he did not personally witness the accident. Therefore, his opinion as to who was driving is inadmissible hearsay. *Andrews v. Jackson*, 235 A.2d 452 (Pa. Super. 1967). Furthermore, according to the deposition testimony of numerous after-the-fact witnesses, including Mr. Cox and Ms. Barraclough, and the other State Troopers at the scene, Ms. Sharp admitted that she was in fact the driver, not Mr. Eazor. Prior to his death, Mr. Eazor stated to witnesses that Ms. Sharp was driving as well. A copy of the Pennsylvania State Police Report is hereto attached as Exhibit "A."

Ms. Sharp has since stated, in her deposition, that she cannot remember who was driving, despite the clear admissions and statements against her own interest that she made to others at the time of the accident.

Ms. Sharp's Progressive Insurance Co. automobile policy provided for \$15,000.00/\$30,000.00/\$10,000.00 coverage limitations. A copy of her Declarations Page for her Progressive automobile policy is enclosed as Exhibit "B." No proceeds have been paid to Mr. Eazor's Estate from that policy.

A review of Mr. Eazor's Sentry policy reveals that there is \$500,000.00 in UIM coverage. Enclosed you will find the expert economic loss report of James L. Kenkel, Ph.D., which calculates the minimum economic loss resulting from Mr. Eazor's death as being in the amount of \$823,533.43, while the maximum economic loss is in the amount of \$1,004,313.10. As the minimum economic loss is well above the Sentry UIM policy limitation, we are hereby making a claim for the entire UIM benefit. I am enclosing Dr. Kenkel's report as Exhibit "C."

Enclosed as Exhibit "D" is a copy of the expert medical and biomechanical report of Dr. John C. Lyons. Dr. Lyons examined Ms. Sharp's vehicle, as well as the medical records and depositions taken in this case. He states in his report, within a reasonable degree of both medical and scientific certainty, that Ms. Sharp's injuries are consistent with her admissions that she was the driver of the Corsica at the time of the accident. This is based Dr. Lyons' detailed analysis of the injuries suffered by Ms. Sharp, as well as her aforesaid admissions at the time of the accident.

Dr. Lyons also states in his report, within a reasonable degree of both medical and scientific certainty, that Mr. Eazor's injuries are consistent with his admissions made immediately prior to his death, that he was the passenger of the Corsica at the time of the

Sentry Insurance
December 9, 2004

accident. He specifically notes from the autopsy report of Mr. Eazor, that the Coroner observed that "[t]he outer aspect of the body includes three, faint, red, contusive marks in a pattern of concentric arches over the lower mid-chest anteriorly" Dr. Lyons observed that these marks are clearly consistent with and in the same pattern as the three air vents he personally observed on the passenger side of the dashboard of Ms. Lyons' vehicle.

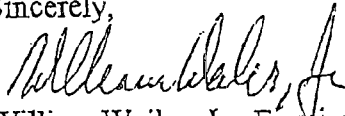
I am enclosing, as Exhibits "E", "F" and "G", respectively, copies of Mr. Eazor's death certificate, his autopsy report, and his medical records. There are minimal medical records, as Mr. Eazor died prior to receiving any medical treatment for his injuries other than those provided by the ambulance service.

As stated in the State Police Report, the operator of this vehicle was clearly negligent in driving too fast for conditions, in violation of 75 Pa. C.S.A. Section 3361, and lost control of the vehicle while negotiating a sharp right hand bend in the road, thereby striking a tree. The statements of Ms. Sharp to witnesses, as well as the medical injuries she sustained, unequivocally indicate that she was the driver of the vehicle at the time of the accident. As such, it was her negligence that cause Mr. Eazor's death. As her Progressive Insurance Co. policy of insurance affords only a minimal amount of benefits for Mr. Eazor in comparison to his economic loss, he is clearly entitled to claim the entire UIM benefit afforded him under your policy of insurance.

I am again requesting that you forward to Candace Eazor, the Executrix, a copy of the loss reserve run for each applicable policy period arising during the time frame of January 1, 2000 through December 1, 2004. Please forward the loss reserve runs to her attention at your earliest convenience.

Thank you for your time and consideration in this matter. If you have any questions or comments, or require any additional documentation, please do not hesitate to call.

Sincerely,



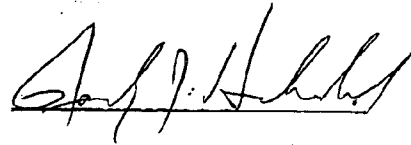
William Weiler, Jr., Esquire

WW/lr

VERIFICATION

I, Randy J. Hohendadel, Claims Representative of Sentry Insurance, have read the foregoing Amended Equitable Interpleader Complaint. The Statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S.A. 4904 relation to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.



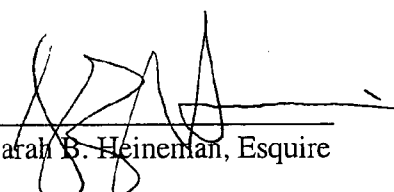
Randy J. Hohendadel

DATED: 3/24/05

CERTIFICATE OF SERVICE

I, Sarah B. Heineman, Esquire, hereby certify that true and correct copies of the foregoing Amended Equitable Interpleader Complaint have been served this 29 day of March 2005, by U.S. first-class mail, postage prepaid, to the following counsel of record:

DICKIE, McCAMEY & CHILCOTE, P.C.

By: 
Sarah B. Heineman, Esquire

Attorneys for Plaintiff
Sentry Insurance

FILED

012:53/2cc
SEP 09 2005 Atty: P. Hopk

William A. Shaw
Prothonotary/Clerk of Courts Wei.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SENTRY INSURANCE COMPANY :

VS. : NO. 05-334-CD

LYNN A. SHARP and :

CANDACE A. EAZOR, Administratrix:

of the Estate of Richard Eazor :

ORDER

NOW, this 7th day of September, 2005, this being the date set for hearing on a Motion to Pay Out Funds filed on behalf of Plaintiff, Sentry Insurance Company; the Court noting that David J. Hopkins, Esquire, has appeared on behalf of Defendant Lynn A. Sharp; and that Eugene C. Sunberg, Jr., Esquire, had previously advised the Court that they do not have any objection to Sentry Insurance Company paying out their funds, albeit into court; the Court having advised counsel that there would be a poundage charge for paying out funds into court; the Court also noting that interest accumulated on said proceeds will be a higher yield under Attorney Hopkins, Esquire, escrow account than depositing said sum with the Court, it is the ORDER of this Court that said motion be and is hereby granted; Defendants are hereby restrained by injunction from taking any proceedings against Plaintiff Sentry Insurance Company in relation to the said proceedings.

It is the further Order of this Court that the

EXHIBIT

2

Defendants are required to interplead together concerning their claims to the said proceeds. That Plaintiff, Sentry Insurance Company, shall forward said proceed to David J. Hopkins, Esquire, counsel for Lynn A. Sharp. David J. Hopkins, Esquire, shall deposit said funds into an interest-bearing account and no proceeds shall be withdrawn from said account until further Order of Court;

Upon delivery of said proceeds to Attorney Hopkins, Plaintiff, Sentry Insurance Company, shall be discharged from any and all liability to any and all Defendants in relation to the claims from Lynn A. Sharp and Candace A. Eazor, Administratrix of the Estate of Richard Eazor, which may arise from the October 6, 2002, automobile accident.

It is the further Order of this Court that Defendants shall sign any and all releases relieving Sentry Insurance Company of any and all liability arising from the October 6, 2002, automobile accident.

BY THE COURT,

/s/ Paul E. Cherry

Judge



LAW OFFICES OF
DICKIE, MCCAMEY & CHILCOTE
A PROFESSIONAL CORPORATION

TWO PPG PLACE, SUITE 400
PITTSBURGH, PENNSYLVANIA
15222-5402

TEL. 412-281-7272
FAX. 412-392-5367
WWW.DMCLAW.COM

Michael F. Nerone
Attorney-at-Law
Admitted in PA

Direct Dial: 412-392-5496
Direct Fax: 412-392-5367
mnerone@dmclaw.com

September 20, 2005

VIA FEDEX

David J. Hopkins, Esquire
900 Beaver Drive
Dubois, PA 15801

RE: Sentry Insurance Company v. Lynn A. Sharp and Candace A. Eazor
Our File No.: 20466.287153

Dear Mr. Hopkins:

Pursuant to the Order of Court dated September 7, 2005, enclosed please find my client's draft in the amount of \$500,000 which we respectfully request that you deposit into your escrow account and handle in conformance with the Order of Court.

Should you have any questions or comments, please do not hesitate to contact us.

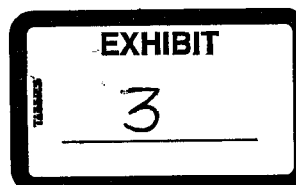
Very truly yours,



Michael F. Nerone

MFN/tjs
Enclosure

cc: Gregory M. Kruk, Esquire
R. Edward Ferraro, Esquire
Eugene C. Sundberg, Jr., Esquire
William Weiler, Jr., Esquire
Louis M. Schmitt, Jr., Esquire
John T. Pion, Esquire
Sarah B. Heineman, Esquire





CLAIM ACCOUNT

No 60951447 4

THIS CHECK CONSTITUTES OUR OFFER TO SETTLE THAT PORTION OF YOUR CLAIM INDICATED IN THE "PAYMENT COVERS" SECTION.
THIS OFFER MAY BE ACCEPTED BY CASHING IT PROMPTLY.

M & I BANK STEVENS POINT, WISCONSIN

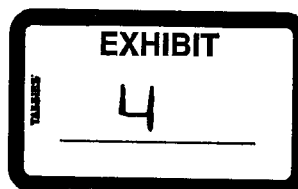
20-517 (4/08)	ADJ # 363	CLAIM NO 57A113886B	DATE OCC 10-06-02	INSURED DICK EAZER CHEVROLET	79.135 759
PAYMENT COVERS FULL & FINAL PAYMENT OF ALL CLAIMS FROM LYNN A. SHARP AND ESTATE OF RICHARD EAZOR				DATE ISSUED 09-19-05	
PAY FIVE HUNDRED THOUSAND & 00/100				DOLLARS	\$500,000.00
TO THE ORDER OF DAVID J. HOPKINS, ESQUIRE, AND HOPKINS AND HELTZEL, LLP IN ESCROW PURSUANT TO ORDER OF COURT.				SENTRY SELECT INSURANCE CO.	
ADDRESS				AUTHORIZED SIGNATURE <i>[Signature]</i>	

⑈60951447⑈ ⑆075901354⑆ ⑈0 139 204 2⑈

FULL AND FINAL RELEASE

Pursuant to Order of Court dated September 7, 2005, (a true and correct copy of which is attached hereto as Exhibit "A") and for and in Consideration of the payment of \$500,000 into escrow, I, CANDACE A. EAZOR, Administratrix of the Estate of Richard Eazor, being of lawful age hereby fully and forever release, acquit and discharge Sentry Insurance Company, from any and all actions, causes of action, claims and demands of whatsoever kind or nature including but not limited to claims for uninsured motorists benefits and underinsured motorists benefits on account of any and all known and unknown injuries, losses and damages by Richard Eazor, the Estate of Richard Eazor and the heirs, dependents and beneficiaries of Richard Eazor arising from or related to a motor vehicle accident which occurred on or about October 6, 2002, in the Siegal Area, Jefferson County, Pennsylvania and on account of which suits were brought and co-ordinated at No. 02-1890-CD, Court of Common Pleas of Clearfield County, by CANDACE A. EAZOR, Administratrix of the Estate of Richard Eazor and Lynn A. Sharp, it being understood and agreed that payment of said funds into escrow is in full accord and satisfaction of a disputed claim and that payment of sums into escrow is not an admission of liability.

It is expressly understood and agreed that this release and settlement is intended to cover and does cover not only all now known injuries, losses and damages, but any future injuries, losses and damages not now known or anticipated, but which may later develop or be discovered, including all the effects and consequences thereof;



And I hereby declare that I fully understand the terms of this settlement; that the amount stated herein is the sole consideration of this release and that I voluntarily accept the availability to claim said funds for the purpose of making a full and final compromise, adjustment and settlement of all claims for injuries, losses and damages resulting or to result from said accident.

It is further understood by me and my attorney that all medical liens, outstanding liens, claims or demands of whatsoever kind arising out of this accident or relating in any way to treatment received for our injuries or benefits paid, shall be satisfied, settled and/or resolved out of these settlement proceeds and that the satisfaction of any said claim is a material condition/term of this release agreement;

It is further agreed that my attorney and I will indemnify and defend Sentry Insurance from and against any claims associated with any such demands, including medical liens and/or expenses, to the fullest extent permitted by law, including attorney's fees, should any demand be made against Sentry Insurance Company's subsequent to the execution of this release agreement.

It is further understood and agreed that this is the complete release agreement, and that there are no written or oral understandings or agreements, directly or indirectly connected with this release and settlement that are not incorporated herein. It being understood and agreed that the terms and provisions of the Court's September 7, 2005 Order are incorporated herein by reference.

This agreement shall be construed that wherever applicable the use of the singular number shall include the plural number and shall be binding upon and

inure to the successors, assigns, heirs, executors, administrators, and legal representatives of the respective parties hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this

28th day of December, 2005.

[SEAL]

CANDACE A. EAZOR, Administratrix of
Estate of Richard Eazor

the

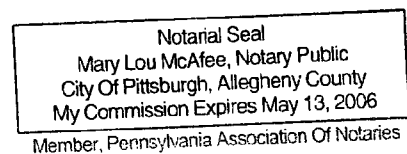
State of Pennsylvania
County of Allegheny)ss:

On this 28th day of December, 2005, before me personally
appeared Candace A. Eazor to me known to be the person(s) named in and who
executed the above release and acknowledged that she
executed same as her free act and deed. Witness my hand and
notarial seal the date aforesaid.

My commission expires May 13, 2006.

Mary Lou McAfee
Notary Public

Return to DICKIE, McCAMEY & CHILCOTE, P.C., Pittsburgh, PA.





www.mdbbe.com

William Weiler, Jr., Esquire
Partner

MEYER ♦ DARRAGH
BUCKLER BEBENEK & ECK, P.L.L.C.

Attorneys-at-Law

U.S. Steel Tower, Suite 4850 ♦ 600 Grant Street ♦ Pittsburgh, PA 15219
Phone: (412) 261-6600 ♦ Fax: (412) 471-2754

Direct Dial: 412/553-7042
e-mail: wweiler@mdbbe.com

August 21, 2006

Sarah B. Heineman, Esquire
Dickie McCamey & Chilcote
Two PPG Place
Suite 400
Pittsburgh, PA 15222-5402

RE: Sharp v. Estate of Eazor; Estate of Eazor v. Sharp, Coordinated Case No.
2002-1890-CD

Dear Ms. Heineman:

Ms. Sharp's carrier, Progressive Insurance, has withdrawn its offer to settle the litigation filed by the Estate of Eazor against Lynn Sharp, as no agreement could be reached by the parties as to an acceptable release. Therefore, please disregard my prior correspondence requesting approval to settle pursuant to *Daley-Sand*.

Unfortunately, because of the various outstanding issues in this case, my client, Candace Eazor, the Administrator, is no longer interested in accepting the interpleader which was undertaken last year. Therefore, pursuant to the terms of the Sentry Insurance policy issued to Dick Eazor Chevrolet, the Estate of Richard Eazor is hereby demanding arbitration of the issue of underinsured motorist coverage for the decedent, Richard Eazor. Our named arbitrator is Robert L. Downey, Jr., Esquire, 319-B Maryland Avenue, Oakmont, PA 15139. Please advise me as to the name of your chosen arbitrator at your earliest convenience.

Our IUM claim was submitted some time ago, and all relevant documents, including death certificates, medical expert reports, and economic evaluations, were previously submitted for review to the claims adjuster. I therefore believe that Sentry has sufficient information to make a determination as to the payment of the UIM claim without arbitration. However, in the event Sentry still desires to proceed to arbitration, please be advised that should Sentry desire to undertake action to withdraw the interpleader, the insured will cooperate in any manner requested.

P0783040.1



Sarah B. Heineman, Esquire

August 21, 2006

Page 2

Thank you for your time and consideration in this matter. If you have any questions or comments, please do not hesitate to call.

Sincerely,



William Weiler, Jr., Esquire

WW/mlc

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

SENTRY INSURANCE CO.,
Plaintiff,

v.

**LYNN A. SHARP and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,**

Defendants.

CIVIL DIVISION

CASE NO. 2005-334 CD

**RESPONSE TO PETITION FOR
RULE TO SHOW CAUSE**

Filed on Behalf of Defendant,
Candace A. Eazor, Administrator of the
Estate of Richard Eazor

Counsel of Record for This Party:

WILLIAM WEILER, JR., ESQUIRE
PA ID. #50497

20411 ROUTE 19 NORTH
SUITE 13
CRANBERRY TWP., PA 16066
(724) 776-3795



**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

SENTRY INSURANCE CO.,

CIVIL DIVISION

Plaintiff,

CASE NO. 2005-334 CD

v.

**LYNN A. SHARP and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,**

Defendants.

RESPONSE TO PETITION FOR RULE TO SHOW CAUSE

AND NOW, comes the Defendant, Candace A. Eazor, Administrator of the Estate of Richard Eazor, by her attorney, William Weiler, Jr., Esquire, and file the within Response to the Petition for a Rule to Show Cause filed by Defendant Lynn A. Sharp in the above-captioned case.

IN SUPPORT THEREOF, Defendant Candace A. Eazor avers as follows:

1. At issue herein is the request of the Defendant, Lynn A. Sharp, to pay to her the amount of \$500,000.00, which was interplead into this Court in the within action by the Plaintiff, Sentry Insurance Co., in full and complete satisfaction of its responsibilities and obligations under a Garage Policy issued to its insured, Dick Eazor Chevrolet-Pontiac, Policy No. 49-71684-14.

2. Defendants Lynn A. Sharp and Candace A. Eazor, have filed complaints arising from a one car motor vehicle accident occurring October 6, 2002, which have been consolidated but not coordinated in the Court of Common Pleas of Clearfield County at Case

No. 02-1890-CD, wherein the Estate alleged that Defendant Sharp was the driver of the vehicle, and wherein Defendant Sharp alleged that the Decedent was the driver of the vehicle, and that the driver's negligence of the respective Defendant in each action was the sole and proximate cause of the injuries and damages suffered by the respective Plaintiffs.

3. On October 22, 2004, this Court entered an Order granting Defendant Sharp's oral Motion for Summary Judgment in Defendant Eazor's action, wherein Defendant Sharp was the named Defendant, which was originally filed in the Court of Common Pleas of Jefferson County at Case No. 48 CD 2003.

4. The Court determined that Defendant Eazor, as the non-moving party, could not sustain her burden of proving that Defendant Sharp was the driver, and that she had operated the car in a negligent manner.

5. A timely Appeal was filed to the Superior Court at Docket No. 2013 WDA 2004, to the Order dated October 22, 2004.

6. No trial has been held in the Civil Action filed by Defendant Sharp in the Court of Common Pleas of Clearfield County at Case No. 02-1890-CD, and no determination has ever been made by this Court that Defendant Eazor's Decedent was the driver of the vehicle, or that he was operating the vehicle in a negligent manner.

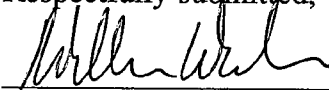
7. The funds sought by Defendant Sharp herein were interplead by Plaintiff to ensure that Plaintiff Sentry Insurance Co. could not be responsible to each of the Defendants in their respective actions, in the event that each Defendant herein would prevail in their separate civil action for the underlying motor vehicle accident, thus requiring Plaintiff Sentry

Insurance Co. to pay \$1,000,000.00 for the respective claims, when the policy limit was for only \$500,000.00.

8. As the Defendant Eazor's underlying civil action is currently on appeal before the Superior Court, and as there has been no final judgment or award entered against Defendant Eazor on Defendant Sharp's underlying action by any court of competent jurisdiction, the request to this Court to direct the payment of the funds held by the Court to Defendant Sharp is premature, such that the within Request for a Rule to Show Cause is arbitrary, capricious and frivolous, in violation of 42 Pa. C.S.A. Section 2503(9).

WHEREFORE, Defendant Candace A. Eazor, Administrator of the Estate of Richard Eazor respectfully request this Honorable Court to dismiss the within Rule to Show Cause with prejudice, and to further direct Defendant Lynn A. Sharp and her counsel, David J. Hopkins, Esquire, to pay counsel fees for the filing of this arbitrary, capricious and frivolous Petition for a Rule to Show Cause, pursuant to 42 Pa. C.S.A. Section 2503(9).

Respectfully submitted,



William Weiler, Jr., Esquire

CERTIFICATE OF SERVICE

I, William Weiler, Jr., Esquire, hereby state under penalty of perjury that I caused a copy of the attached Response to Petition for Rule to Show Cause to be served by regular U.S. mail, postage prepaid, on the 16th day of November, 2005, to the following:

R. Edward Ferraro, Esquire
690 Main Street
Brockway, PA 15824

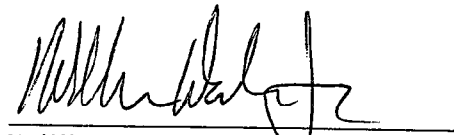
Louis C. Schmitt, Esquire
P.O. Box 533
Hollidaysburg, PA 16648

Eugene C. Sundberg, Esquire
Suite 300
300 State Street
Erie, PA 16507

David J. Hopkins, Esquire
900 Beaver Street
DuBois, PA 15801

Sarah B. Heineman, Esquire
Two PPG Place
Suite 400
Pittsburgh, PA 15222

Respectfully submitted,


William Weiler, Jr., Esquire

CERTIFICATE OF SERVICE

I, Michael F. Nerone, Esquire, hereby certify that true and correct copies of the foregoing
Petition to Enforce Court Order and Release have been served this 31st day of August, 2006, by
U.S. first-class mail, postage pre-paid, to parties listed below:

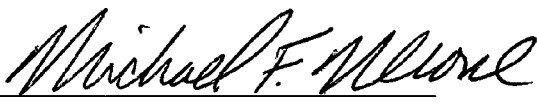
R. Edward Ferraro, Esquire
690 Main Street
Brockway, PA 15824

Louis C. Schmitt, Jr., Esquire
McIntyre, Dugas, Hartye & Schmitt
P.O. Box 533
Hollidaysburg, PA 16648

Eugene C. Sundberg, Jr., Esquire
Marsh Spaeder Baur Spaeder & Schaaf, LLP
300 State Street, Suite 300
Erie, PA 16507

William Weiler, Jr., Esquire
Meyer Darragh Buckler Bebeneck & Eck
U.S. Steel Tower, Suite 4850
600 Grant Street
Pittsburgh, PA 15219

DICKIE, McCAMEY & CHILCOTE, P.C.

By 
Michael F. Nerone, Esquire

Attorneys for Plaintiff,
Sentry Insurance Company

CA-

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SENTRY INSURANCE COMPANY,

CIVIL DIVISION

Plaintiff,

No. 05-334-CD

v.

Issue No.

LYNN A. SHARP, and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,

**PRAECIPE TO WITHDRAW PETITION
TO ENFORCE COURT ORDER AND
RELEASE**

Defendant.

Code:

Filed on behalf of Plaintiff Sentry Insurance
Company

Counsel of record for this party:

John T. Pion, Esquire
PA I.D. # 43675

Michael F. Nerone, Esquire
PA I.D. # 62446

DICKIE, MCCAMEY & CHILCOTE, P.C.
Firm #067
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED

FILED
M10:09/04 NO CC
SEP 14 2006 CA

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SENTRY INSURANCE COMPANY,

CIVIL DIVISION

Plaintiff,

No. 05-334-CD

v.

LYNN A. SHARP, and CANDACE A.
EAZOR, Administrator of the Estate of
Richard Eazor,

Defendant.

**PRAECIPE TO WITHDRAW PETITION
TO ENFORCE COURT ORDER AND RELEASE**

TO: PROTHONOTARY

Plaintiff, Sentry Insurance Company, hereby withdraws its Petition to Enforce Court Order and Release in light of the September 5, 2006 correspondence from counsel for the Estate of Eazor, a true, correct and complete copy of which is attached hereto as Exhibit "A". Kindly cancel any hearings or arguments which may have been scheduled with regard to the Petition to Enforce Court Order and Release.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By Michael F. Nerone
Michael F. Nerone, Esquire

20

Attorneys for Plaintiff,
Sentry Insurance Company



www.mdbbe.com

William Weiler, Jr., Esquire
Partner

MEYER ♦ DARRAGH
BUCKLER BEBENEK & ECK, P.L.L.C.

Attorneys-at-Law

U.S. Steel Tower, Suite 4850 ♦ 600 Grant Street ♦ Pittsburgh, PA 15219

Phone: (412) 261-6600 ♦ Fax: (412) 471-2754

Direct Dial: 412/553-7042
e-mail: wweiler@mdbbe.com

September 5, 2006

Michael Nerone, Esquire
Dickie McCamey & Chilcote
Two PPG Place
Suite 400
Pittsburgh, PA 15222-5402

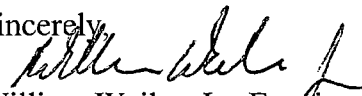
RE: Sharp v. Estate of Eazor; Estate of Eazor v. Sharp, Coordinated Case No.
2002-1890-CD

Dear Mr. Nerone:

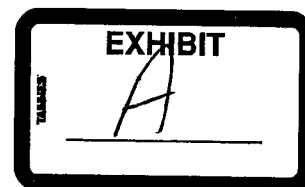
We are hereby withdrawing our demand to arbitrate the Decedent's UIM claim.
Please withdraw your Petition to Enforce, and consider this matter closed.

Thank you for your time and consideration in this matter. If you have any questions
or comments, please do not hesitate to call.

Sincerely,


William Weiler, Jr., Esquire

WW/mlc



CERTIFICATE OF SERVICE

I, Michael F. Nerone, Esquire, hereby certify that true and correct copies of the foregoing
Praecipe to Withdraw Petition to Enforce Court Order and Release have been served this 12th
day of September, 2006, by U.S. first-class mail, postage pre-paid, to parties listed below:

R. Edward Ferraro, Esquire
690 Main Street
Brockway, PA 15824

Eugene C. Sundberg, Jr., Esquire
Marsh Spaeder Baur Spaeder & Schaaf, LLP
300 State Street, Suite 300
Erie, PA 16507

Louis C. Schmitt, Jr., Esquire
McIntyre, Dugas, Hartye & Schmitt
P.O. Box 533
Hollidaysburg, PA 16648

William Weiler, Jr., Esquire
Meyer Darragh Buckler Bebeneck & Eck
U.S. Steel Tower, Suite 4850
600 Grant Street
Pittsburgh, PA 15219

DICKIE, McCAMEY & CHILCOTE, P.C.

By Michael F. Nerone 75
Michael F. Nerone, Esquire

Attorneys for Plaintiff,
Sentry Insurance Company

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

SENTRY INSURANCE CO.
Plaintiff

vs.

LYNN A. SHARP and
CANDACE A. EAZOR, Administrator of
Estate of Richard Eazor,
Defendants

CIVIL ACTION

No. 2005-334 C.D.

FILED
DEC 13 2007
0/9:45/w
William A. Shaw
Prothonotary/Clerk of Court
3 sent to Art

Type of Pleading: Motion to Release
Escrowed Settlement Funds

Filed on behalf of: Lynn A. Sharp,
Plaintiff.

Counsel of Record for this party:

THE HOPKINS LAW FIRM

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

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

SENTRY INSURANCE CO.	:	
Plaintiff	:	CIVIL ACTION
	:	
vs.	:	No. 2005-334 C.D.
	:	
LYNN A. SHARP and	:	
CANDACE A. EAZOR, Administrator of	:	
Estate of Richard Eazor,	:	
Defendants	:	

MOTION TO RELEASE ESCROWED SETTLEMENT FUNDS

AND NOW, comes David J. Hopkins from the law firm of Hopkins Heltzel LLP, attorneys for Lynn Sharp, and files the within Motion to Release Escrowed Settlement Funds and in support thereof says as follows:

1. Petitioner is David J. Hopkins, a partner in the law firm of Hopkins Heltzel LLP whose address is 100 Meadow Lane, Suite 5, DuBois, Pennsylvania 15801. Petitioner represents Lynn Sharp in the above captioned litigation.

2. Ray F. Middleman is a principal in the law firm of Malone Middleman, P.C. whose address is 117 VIP Drive, Suite 310, Wexford, Pennsylvania 15090. Ray F. Middleman represents the Estate of Richard A. Eazor.

3. By Order dated August 9, 2005, the Court ordered Sentry Insurance Co. to pay its insurance policy of \$500,000.00 to Hopkins Heltzel LLP to be held in escrow pending further Order of the Court.

4. Hopkins Heltzel LLP deposited the funds in S&T Bank Savings Account No. 4001130675 that now holds \$550,000.00 +/-.

5. Lynn Sharp and the Estate of Richard A. Eazor have settled their litigation and have granted each other a Full and Final Release of all claims, which is incorporated hereto by reference. The aforesaid Full and Final Release provides that the settlement funds are to be distributed in specified amounts to Lynn A. Sharp and her counsel and to J. Richard Eazor, as the Administrator of the Estate of Richard Eazor, and his counsel.

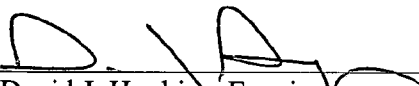
6. The parties are prepared to file a Praecipe to Settle, Discontinue and End under Docket No. 02-1890 CD following the execution of this Order.

WHEREFORE, Petitioner respectfully requests this Honorable Court enter an Order requiring S&T Bank to release all principal and accrued interest in Account 4001130675 to Hopkins Heltzel LLP to be distributed pursuant to the parties' settlement.

Respectfully submitted,

HOPKINS HELTZEL LLP

BY:


David J. Hopkins, Esquire

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

SENTRY INSURANCE CO.
Plaintiff

CIVIL ACTION

vs.

No. 2005-334 C.D.

LYNN A. SHARP and
CANDACE A. EAZOR, Administrator of
Estate of Richard Eazor,

FILED
DEC 13 2007
0/9:50/ww
William A. Shaw
Prothonotary/Clerk of Courts
3 cent to Att

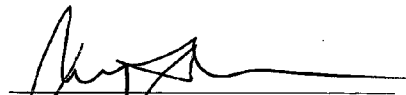
ORDER

AND NOW, this matter having come before the Court; and appearing both parties to the litigation identified in Case No. 02-1890 CD, Lynn A. Sharp v. Candace A. Eazor, Administrator of the Estate of Richard A. Eazor consent to the entry of this Order; and for good cause shown;

It is hereby ORDERED and ADJUDGED on this the 13th day of December, 2007, that S&T Bank shall release principal and accrued interest in Savings Account No. 4001130675 to Hopkins Heltzel LLP.

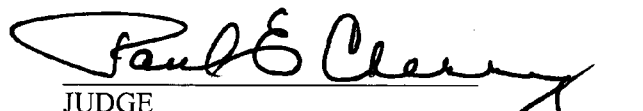
It is further ORDERED that Hopkins Heltzel LLP shall distribute the released funds to Lynn A. Sharp and her counsel and to J. Richard Eazor, as the Administrator of the Estate of Richard Eazor, and his counsel in the respective amounts specified in the parties' Full and Final Release.

I consent to the form and entry of the within Order.


Ray F. Middleman, Esquire


David J. Hopkins, Esquire

BY THE COURT,


JUDGE
December 13, 2007