



NOTICE OF EFFECTIVE FILING

TO: Melissa Jacobson

FROM: Angela Caraballo

DATE: April 18, 2023

☒ **FORM** ☒ **RULE** ☐ **RATE**

BUSINESS UNIT: PROGRAMS DIVISION

TOI: 194 Commercial Auto

SUB-TOI: 20.0001FL Business Auto

PROGRAM NAME: Attaches to ISO's Business Auto Coverage Form - CA 00 01 11 20

FILING NUMBER: AIG-23-CA-05 **STATE:** FLORIDA **EFFECTIVE DATE:** September 1, 2023

CONTENTS INCLUDE: Business Auto Broad Form Endorsement – Florida 121987 (4/23)

Florida Rule Page - Business Auto Broad Form CA-FL-RU (4/23)

MODIFICATIONS: None

COMMENTS: Filing submitted as informational pursuant to Florida Insurance Code Section 627.4102.

COMPANY(IES) FILED:

- ☐ AIG ASSURANCE COMPANY
- ☐ AIG PROPERTY CASUALTY COMPANY
- ☐ AIU INSURANCE COMPANY
- ☐ AMERICAN HOME ASSURANCE COMPANY
- ☐ COMMERCE AND INDUSTRY INSURANCE COMPANY
- ☒ GRANITE STATE INSURANCE COMPANY
- ☒ ILLINOIS NATIONAL INSURANCE CO.
- ☐ NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
- ☒ NEW HAMPSHIRE INSURANCE COMPANY
- ☐ THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA



OFFICE OF INSURANCE REGULATION

FINANCIAL SERVICES
COMMISSION

RON DESANTIS
GOVERNOR

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

ASHLEY MOODY
ATTORNEY GENERAL

WILTON SIMPSON
COMMISSIONER OF
AGRICULTURE

MICHAEL YAWORSKY
COMMISSIONER

April 17, 2023

Mrs. Angela Caraballo
Senior Filing Analyst
Granite State Insurance Company
28 Liberty Street, 22nd Fl
New York, NY 10005-1445

RE: GRANITE STATE INSURANCE COMPANY
ILLINOIS NATIONAL INSURANCE COMPANY
NEW HAMPSHIRE INSURANCE COMPANY
Commercial Auto / Business Auto (194 + 20.0001FL)
Company File Number: AIG-23-CA-05
OIR File Number: FCC 23-015578

Dear Mrs. Caraballo:

Thank you for your recent form filing. This filing and attached notarized certification have been submitted for informational purposes only, as provided under Section 627.4102, Florida Statutes. The required certification states the form within the filing has been thoroughly and diligently reviewed and each form is in compliance with all applicable Florida Laws. Pursuant to your request, this filing is considered to be an informational filing.

The action taken on this filing applies only to the form stamped "INFORMATIONAL" contained herein as of the date stamped. Any corresponding rate or rule filing must be submitted as a separate filing.

Sincerely,

Office of Insurance Regulation

Florida Office of Insurance Regulation

I-File Workflow System

Filing Number: 23-015578

Request Type: Stamped Only



AIG Property Casualty

State Filings Division
28 Liberty Street
22nd Floor
New York, NY 10005
www.aig.com

Angela Caraballo
Senior Filing Analyst
718 250-1732
332 215-6351 Cell
angela.caraballo@aig.com

FOR INFORMATIONAL PURPOSES ONLY

Date Received: 04/12/2023 Date Of Action: 04/17/2023
FL OFFICE OF INSURANCE REGULATION

April 12, 2023

Honorable Michael Yaworsky
Insurance Commissioner
Office of Insurance Regulation
Florida Department of Financial Services
Property and Casualty Forms and Rates
Room 233-A, Larson Building, 200 East Gaines Street
Tallahassee, Florida 32399-0330

RE: GRANITE STATE INSURANCE COMPANY
NAIC #012-23809 FEIN# 02-0140690
ILLINOIS NATIONAL INSURANCE CO.
NAIC #012-23817 FEIN# 37-0344310
NEW HAMPSHIRE INSURANCE COMPANY
NAIC #012-23841 FEIN# 02-0172170
Commercial Auto - Business Auto Broad Form
FILING NO: AIG-23-CA-05

«salutation»

The referenced companies (the "Companies") submit for informational purposes their revised Business Auto Broad Form Endorsement-Florida 121987 (4/23) which will replace the version currently on file with your Department under company filing No. AIG-20-CA-02, OIR File No. 20-015070.

Pursuant to Florida Insurance Code, Section 627.4102, please refer to the attached Florida Informational Form Certification.

Sincerely,

Angela Caraballo

Date Received: 04/12/2023 Date Of Action: 04/17/2023

FL OFFICE OF INSURANCE REGULATION

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.:

**BUSINESS AUTO BROAD FORM ENDORSEMENT
FLORIDA**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. SUBSIDIARIES AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Subparagraph 1. **Who is an Insured** of Paragraph **A. Coverage (SECTION II – COVERED AUTOS LIABILITY COVERAGE)** is amended to include the following:

The following will qualify as a Named Insured if there is no similar insurance available to that organization, regardless of whether the limits of such insurance are exhausted:

- a. Any incorporated subsidiary in which you maintain ownership or majority interest on the effective date of the policy.
- b. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest. However:
 - (1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (2) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

No person or organization will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Date Received: 04/12/2023 Date Of Action: 04/17/2023

FL OFFICE OF INSURANCE REGULATION

II. LESSORS AS INSURED

Subparagraph 1. **Who is an Insured** of Paragraph **A. Coverage (SECTION II – COVERED AUTOS LIABILITY COVERAGE)** is amended to include the following:

The lessor of a covered “auto” while the “auto” is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and
- (2) The “auto” is leased without a driver.

Such a leased “auto” will be considered a covered “auto” you own and not a covered “auto” you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- (a) You;
- (b) Any of your "employees" or agents; or
- (c) Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

III. ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

Subparagraph 1. **Who is an Insured** of Paragraph **A. Coverage** of **(SECTION II – COVERED AUTOS LIABILITY COVERAGE)** is amended to include the following:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered “auto” you own, hire or borrow. However, the insurance provided herein will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by such contract or agreement.

IV. EMPLOYEES AS INSURED

Subparagraph 1. **Who is an Insured** of Paragraph **A. Coverage** of **(SECTION II – COVERED AUTOS LIABILITY COVERAGE)** is amended to include the following:

Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, in your business or your personal affairs.

Date Received: 04/12/2023 Date Of Action: 04/17/2023

V. DRIVE OTHER CAR LIABILITY COVERAGE – EXECUTIVE OFFICERS

FL OFFICE OF INSURANCE REGULATION

Subparagraph 1. Who is an Insured of Paragraph A. Coverage of (SECTION II – COVERED AUTOS LIABILITY COVERAGE) is amended to include the following:

Any of your executive officers or his or her spouse, while a resident of the same household using a covered "auto" described below.

For the purposes of this paragraph, a covered "auto" for Covered Autos Liability Coverage is any "auto" you do not own, hire or borrow while being used by your executive officer or by his or her spouse while a resident of the same household except:

1. Any "auto" owned by that executive officer or a member of that person's household; or
2. Any "auto" used by that executive officer or his or her spouse while working in a business of selling, servicing, or repairing or parking "autos".

We will provide coverage to this "insured" equal to the broadest coverage applicable to any covered "auto" you own that is covered by this policy. Any coverage provided to this "insured" is excess over any other valid and collectible insurance.

VI. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS

Subparagraph a. of Paragraph 2. Coverage Extensions of Paragraph A. Coverage of SECTION II – COVERED AUTOS LIABILITY COVERAGE is deleted in its entirety and replaced with the following:

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

Date Received: 04/12/2023 Date Of Action: 04/17/2023

FL OFFICE OF INSURANCE REGULATION

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

VII. GLASS BREAKAGE

The following is added to Subparagraph **3. Glass Breakage - Hitting A Bird or Animal - Falling Objects or Missiles** of Paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

2. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles

No deductible applies to "loss" to glass used in the windshield or windows for a covered "auto" of the private passenger type or the light truck type described or designated in the Declarations.

All other Physical Damage Coverage provisions apply.

VIII. ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE

Subparagraph **a. Transportation Expenses** of Paragraph **4. Coverage Extensions** of Paragraph **A. Coverage** of (**SECTION III – PHYSICAL DAMAGE COVERAGE**) is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to \$60 per day to a maximum of \$2,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

Date Received: 04/12/2023 Date Of Action: 04/17/2023

FL OFFICE OF INSURANCE REGULATION

IX. EXPENSE FOR STOLEN AUTO RETURN

Subparagraph 4. **Coverage Extensions** of Paragraph **A. Coverage** of (**SECTION III – PHYSICAL DAMAGE COVERAGE**) is amended to include the following:

Expense for Stolen Auto Return

We will pay for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto".

X. EXCEPTION TO MECHANICAL BREAKDOWN EXCLUSION FOR AIRBAGS

Subparagraph 3. of Paragraph **B. Exclusions** of (**SECTION III - PHYSICAL DAMAGE COVERAGE**) is deleted in its entirety and replaced with the following:

3. 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. But this exclusion does not apply to accidental discharge of an airbag.
 - b. Blowouts, punctures or other road damage to tires.

XI. AMENDED DEDUCTIBLE PROVISION – GLASS BREAKAGE AND MULTIPLE DEDUCTIBLES

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted in its entirety and replaced with the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. However, no deductible applies to glass breakage. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

If another policy or coverage form issued by us or any company that controls, is controlled by, or is under common control with us, applies to the same "accident", the following applies:

1. If the deductible under this policy is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this policy is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

Date Received: 04/12/2023 Date Of Action: 04/17/2023

FL OFFICE OF INSURANCE REGULATION

XII. AUTO LEASE GAP COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE is amended to include the following:

If a long-term leased “auto” is a covered “auto” and the lessor is named in the policy as a loss payee, we will pay in the event of a total “loss” the unpaid amounts due on the lease for the covered “auto” at the time of the “loss”, less:

1. Overdue lease payments at the time of the “loss”;
2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
3. Security deposits not returned by the lessor;
4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the lease; and
5. Carry-over balances from previous leases.

XIII. VEHICLE WRAP COVERAGE

Paragraph **A. Coverage** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to include the following additional paragraph:

Vehicle Wrap

In the event of a “loss” to a covered “auto”, we will provide the following coverage if such “loss” is caused by:

- a. Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for the covered “auto”;
- b. Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for the covered “auto”; or
- c. Collision only if the Declarations indicates that Collision Coverage is provided for the covered “auto”.

We will pay for “loss” to a “vehicle wrap” that is installed on the covered “auto”. The most we will pay for “loss” is \$1,000 for each covered “auto” up to \$5,000 per policy period.

We will not pay for “loss” due to and confined to wear and tear; or damage to paint or the vehicle caused by faulty installation of a “vehicle wrap”.

The “vehicle wrap” is subject to the Comprehensive deductible for the covered “auto”, except In the event of a “loss” to a covered “auto” for which such vehicle is involved in a collision and there is both:

- (1) collision damage to the vehicle; and
- (2) damage to the “vehicle wrap”

Date Received: 04/12/2023 Date Of Action: 04/17/2023

FL OFFICE OF INSURANCE REGULATION

Then the collision deductible will apply.

If the "vehicle wrap" is damaged in a collision, the lesser of replacement cost or original purchase cost of the "vehicle wrap" will apply.

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

Subparagraph 2.a. of Paragraph A. **Loss Conditions of (SECTION IV – BUSINESS AUTO CONDITIONS)** is deleted in its entirety and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative notice as soon as practicable of the "accident" or "loss". Include:
- (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

This condition applies only when the "accident" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) A member, if you are a limited liability company; or
- (d) An officer or insurance manager, if you are a corporation.

Your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "accident", claim, "suit" or "loss" to us within a reasonable time once you become aware of such error.

XV. LIMITED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Subparagraph 5. of Paragraph A. **Loss Conditions (SECTION IV – BUSINESS AUTO CONDITIONS)** is deleted in its entirety and replaced with the following:

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.

Date Received: 04/12/2023 Date Of Action: 04/17/2023

FL OFFICE OF INSURANCE REGULATION

However, we waive any right of recovery against any person or organization because of any payment we make under this Coverage part, to whom the "insured" has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the "insured" has waived its right of recovery against such person or organization prior to the "accident" or "loss".

XVI. UNINTENTIONAL FAILURE TO PROVIDE ACCURATE AND COMPLETE REPRESENTATIONS

Subparagraph **2. Concealment, Misrepresentation Or Fraud** of Paragraph **B. General Conditions of (SECTION IV – BUSINESS AUTO CONDITIONS)** is deleted in its entirety and replaced with the following:

Any unintentional failure by you or any "insured" to provide accurate and complete representations as of the inception of the policy will not prejudice the coverages afforded by this policy. However, you must report such error or omission to us as soon as practicable after its discovery.

XVII. AMENDED DEFINITIONS

A. Paragraph **C. of SECTION V – DEFINITIONS** is deleted in its entirety and replaced with the following:

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

B. The following definition is added to **SECTION V. - DEFINITIONS:**

"Vehicle Wrap" means self-adhesive vinyl decals or sheets applied to the exterior body or window of a covered "auto". Signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

All other terms and conditions of the policy remain the same.

Authorized Representative



AIG Property Casualty
28 Liberty Street, 22nd Fl
New York, NY 10006
www.aig.com

FOR INFORMATIONAL PURPOSES ONLY

Date Received: 04/12/2023 Date Of Action: 04/17/2023

FL OFFICE OF INSURANCE REGULATION

FLORIDA CERTIFICATION

(Pursuant to FL Ins. Code, Section 627.4102: Informational Form Filing)

I, Jennifer Stonitsch, as Associate General Counsel of
Granite State Insurance Company, Illinois National Insurance Co.
New Hampshire Insurance Company

affiliates of AIG, do hereby certify that this form filing has been thoroughly and diligently reviewed by me and by all appropriate company personnel, as well as company consultants, if applicable, and certify that each form contained within the filing is in compliance with all applicable Florida laws and rules. Should a form be found not to be in compliance with Florida laws and rules, I acknowledge that the Office of Insurance Regulation shall disapprove the form.

Jennifer Stonitsch

Signature

2/27/23

Date

Subscribed and sworn to before me
This 27 day of February, 2023.

Vincent J Patalano

Notary Public

VINCENT J. PATALANO
Notary Public, State of New York
No. 01PA4987423
Qualified in New York County
Commission Expires October 15, 2025





OFFICE OF INSURANCE REGULATION

FINANCIAL SERVICES
COMMISSION

RON DESANTIS
GOVERNOR

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

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MICHAEL YAWORSKY
COMMISSIONER

April 18, 2023

Mrs. Angela Caraballo
Senior Filing Analyst
Granite State Insurance Company
28 Liberty Street, 22nd Fl
New York, NY 10005-1445

RE: GRANITE STATE INSURANCE COMPANY
ILLINOIS NATIONAL INSURANCE COMPANY
NEW HAMPSHIRE INSURANCE COMPANY
Commercial Auto / Business Auto (194 + 20.0001FL)
Company File Number: AIG-23-CA-05
OIR File Number: FCC 23-015861
PLEASE REFER TO THE OIR FILE NUMBER WHEN CORRESPONDING

Dear Mrs. Caraballo:

This is to acknowledge receipt of your informational rate filing made pursuant to Section 627.062(3)(d), Florida Statutes, and your certification that to the best of your knowledge, this filing is in compliance with all applicable Florida laws and administrative rules.

Our records indicate that this filing is effective 9/1/2023 for new business and 9/1/2023 for renewal business.

Attached for your records is a copy of the original cover letter and a set of manual pages stamped "ACKNOWLEDGED" for the above referenced filing.

Sincerely,

Office of Insurance Regulation

Florida Office of Insurance Regulation

I-File Workflow System

Filing Number: 23-015861

Request Type: Stamped Only



AIG Property Casualty

State Filings Division
28 Liberty Street
22nd Floor
New York, NY 10005
www.aig.com

Angela Caraballo
Senior Filing Analyst
718 250-1732
332 215-6351 Cell
angela.caraballo@aig.com

ACKNOWLEDGED
Date Received: 04/17/2023 Date Of Action: 04/18/2023
FL OFFICE OF INSURANCE REGULATION

April 17, 2023

Honorable Michael Yaworsky
Insurance Commissioner
Office of Insurance Regulation
Florida Department of Financial Services
Property and Casualty Forms and Rates
Room 233-A, Larson Building, 200 East Gaines Street
Tallahassee, Florida 32399-0330

RE: GRANITE STATE INSURANCE COMPANY
NAIC #012-23809 FEIN# 02-0140690
ILLINOIS NATIONAL INSURANCE CO.
NAIC #012-23817 FEIN# 37-0344310
NEW HAMPSHIRE INSURANCE COMPANY
NAIC #012-23841 FEIN# 02-0172170
Commercial Auto - Business Auto Broad Form - Rule
FILING NO: AIG-23-CA-05

Dear Commissioner Yaworsky:

The referenced companies (the "Companies") submit the Business Auto Broad Form Rule Page which replaces the version currently on file with your Department under Company filing no. AIG-20-CA-02, OIR File No. 20-011529. The associated form filing was recently acknowledged under OIR File No. 23-015578.

Please refer to the manual page and redline for information about this filing.

Sincerely,

Angela Caraballo

BUSINESS AUTO BROAD FORM ENDORSEMENT
RULE PAGE

FLORIDA

A. Premium Computation:

Broad Form Endorsement

Charge 1.5% of the liability and physical damage premium at policy limits.

Coverages Included:

- I. Subsidiaries and Newly Acquired or Formed Organizations
- II. Lessors as Insureds
- III. Additional Insured Where Required Under Contract or Agreement
- IV. Employees As Insureds
- V. Drive Other Car Liability Coverage – Executive Officers
- VI. Supplementary Payments – Bail Bonds and Loss of Earnings
- VII. Glass Breakage
- VIII. Additional Temporary Transportation Expense
- IX. Expense for Stolen Auto Return
- X. Exception to Mechanical Breakdown Exclusion for Airbags
- XI. Amended Deductible Provision – Glass Breakage and Multiple Deductibles
- XII. Auto Lease Gap Coverage
- XIII. Vehicle Wrap Coverage
- XIV. Amended Duties in the Event of Accident, Claim, Suit or Loss
- XV. Limited Waiver of Transfer of Rights of Recovery Against Others To Us
- XVI. Unintentional Failure to Provide Accurate and Complete Representations
- XVII. Amended Definitions

Exception:

If under item XII. Auto Lease Gap Coverage, at least 10 vehicles and over 25% of the vehicles scheduled on the policy are leased long term with physical damage coverage, there will be an additional premium charge based on the Commercial Lines Manual Division One Automobile rating rules. The additional premium will only be for the number of vehicles in excess of 10 vehicles and in excess of 25% of the vehicles scheduled on the policy.

Minimum premium - \$250 Maximum charge - \$3000