September 2016

**NEWS LETTER 2016**

### New York's Paid Family Leave Law (PFL)

Starting January 1, 2018, New York is mandating Paid Family Leave. Up to 12 weeks paid leave, to bond with a newborn, adopted or foster care child; or to care for a seriously ill family member. Federal Family & Medical Leave Act (FMLA) program is unpaid and applies to 50+ employees. All Private New York employers, regardless of size, must provide benefits. Employers will add DBL and PFL benefits on the DBL policy.  Employees taking leave must be restored to the same or comparable position previously held. All full-time employees employed by a covered employer working 26 or more consecutive weeks are eligible. Part time employees become eligible on the 175$^{th}$ day of employment. The length of leave varies: Jan 1$^{st}$, 2018/up to 8 weeks giving 50% of employee wage not to exceed 50% of the state's average wage. Jan 1$^{st}$, 2020 / up to 10 weeks, 60% of employee wages not to exceed 60% of the state's average wage. Jan1st each succeeding year/ up to 12 weeks. If the leave is foreseeable you should provide the employer with 30 days' notice. You can use accrued vacation, but it's not required. The benefits start the first full day family leave is needed. Employee can't collect both DBL and PFL. PFL benefit will be entirely funded by employee contributions through payroll deduction. All statutory disability policies must cover PFL by 2018.

### Do you have a drawer full of insurance policies?

A lot of people would prefer to file their policies where they can easily find them without taking up the space. We need your permission in writing to send you the polices by email. You would set up a file labelled "Insurance 2016". We would send you (by email) the policy which you can drag into the file. The title of our email would be "automobile 2016-17" or homeowner 2016-17. This saves a lot of storage space. The policy is readily available. Of course we can always generate a replacement hard copy policy if the need arises. If this greener method of receiving and storing your insurance policies is desired all you need to do is e-mail or call us a call and we will send you the permission form to start.

### What is your windstorm deductible?

A 2% 3% 5% deductible doesn't sound so big until you have to pay it. A 5% deductible on a $500,000 dwelling is $25,000! We have companies that will cover the deductible so you only have a $1000 deductible Doesn't $1,000 sound better?  Call us for a quote.

### Dog bite claims and costs soar

Dog bites and other dog-related injuries accounted for more than one third of all homeowner's insurance liability claim dollars paid out in 2014, costing in excess of $530 million.  The number of dog bite claims nationwide decreased 4.7 %, however, the average cost per claim was up 15% due to the increased medical costs, the size of the settlements, judgements and jury awards, California continues to have the largest number of claims in the U.S at 1867. Ohio had the second highest claims at 1,009. While New York had only the third highest, 965, NY registered the highest average cost per claim in the country, a whopping $56,628. Actual dog bite claims nationwide decreased 4.7 percent (average cost $32,072.00). Higher costs per claim is attributable not simply to bites but also to dogs knocking down children, cyclists and senior citizens. Dog bites are the most common cause of injury for walking postal workers.  Most companies have guidelines and refuse to write liability for certain breeds. Before you adopt that adorable puppy be sure you verify it's not on the high risk "uninsurable" list call us. It's easier to not adopt!

### October 1$^{st}$ 2015 point of sale machines began accepting "chip cards"

Many businesses still may not be accepting chip cards except big name stores. Effective then, liability for fraud was shifted from the banks to the retailers. Fraud in the card industry is rampant. New chip card technology reduce fraud significantly. The chip technology is widely used in Europe. If a business has a machine that doesn't accept the new card they are responsible for fraud, not the bank. This deadline has no effect on card-not-present merchants who accept payments over the internet or phone.

### Do you need privacy protection? It's called Cyber Liability

Privacy liability or cyber liability protects a business for the damages they are liable for. Policies are designed to cover events such as privacy breaches, viruses, cyber extortion, intellectual property infringement, data destruction, fines due to regulations such as HIPAA. Medical or dental offices, pharmacies, healthcare providers all must have controls in place to comply with HIPAA and protect personal info they store. Other businesses also need to be sure they are protecting personal information they store in their customer files.

Handheld devices are a concern when they connect to corporate networks. Small retailers or similar businesses often outsource to the (payment card industry). They should consider cyber liability. Every insurer's cyber liability forms and conditions differ. When you swipe your credit card the information often goes to a third – party processor like Square or PayPal who have primary liability for the data. Outsourced data goes into the cloud, and it should be encrypted in transit and at rest. Ask about the physical security at the data storage center. Business are ultimately responsible for meetings those standards – even when they have outsourced their data management. Just signing a contract isn't enough. Change the default password that came with its network firewall. Install patches are they are issued.
What does cyber insurance coverage cost? Coverage is offered a la carte
1 Defense and indemnity due to cyber privacy incident
2 Coverage investigation and mitigating "event response "
3 Coverage for business interruption
4 Coverage for response to threats to harm a network

Coverages and wordings very from carrier to carrier. The majority of policies exclude three key types of loss Tangible property damage, Bodily injury (not including emotion distress), and loss of the company's funds. A cyber policy's liability includes legal fees to defend costs of discovery; judgements and settlements, often including substantial plaintiff attorney fees. Noteworthy extensions "Regulatory Coverage" responds to investigations brought by regulators. Defense costs are covered for investigation and may extend to any fines. Other extension to the liability coverage for the assessment of contractual fines by credit card brands for failure to comply with the payment card industry data security standards. Reports estimated the costs of data breach – the leading type of loss maximum cost per record at $33,000 (the average was $956.21 and the median $19.48) Average per-record cost of a breach in the us was $201 in 2014.
For additional information the Federal Deposit Corp. Offers a cybersecurity checklist, to access a copy: fdic.gov/consumers/consumer/news/cnwin16/checklist.html

### New York Property Insurance Underwriting Association

NYPIUA is contacting all policyholders to arrange for a mandatory routine inspection of all properties. If property is not inspected cancellation notices are issued and an appeal must be submitted which includes photos, etc. NYPIUA has advised there is a rate increase of approximately 9.9% effective 08-01-16 for new business and October 1, 2016 for renewals. The percentage varies on location and building type.

### Robot Driven Cars

Programmers are trying to teach vehicles when it's OK to break the rules, such as crossing a double yellow line to avoid a bicyclist. Crashes may rise as more robots share the road but injuries should diminish because most accidents will be minor. In California a self-driving Google Lexus attempted to turn right on a red light. It came to a full stop, activated its turn signal and began creeping slowly into the intersection. Another car stopped behind it and rolling forward, rear-ending the SUV at 4MPH. A motor cycle cop noticed the traffic stacking up behind a Google car going 24 miles per hour in a busy 35mph zone. This was the first officer to stop a robot car. He didn't issue a ticket – who would he give it to? – But he warned the two engineers on board about creating a hazard. Google has already programmed its cars to behave in more familiar aggressive ways, such as inching forward at four-way stop to signal they're going next. They still surprise human drivers with their quick reflexes, coming to an abrupt halt, for example, when they sense a pedestrian near the edge of a sidewalk who might step into traffic- either stopping or slowing when a human driver might not, taking drivers behind them off guard. That could account for the prevalence of slow-speed, rear- end crashes. They are programed to stick to the speed limit. But when you go out and drive the speed limit on the highway, pretty much everybody on the road is just zipping past you.
Recent tests for members of Congress with a self- driving Cadillac, showed it performed perfectly except when it had to merge onto I-395 and swing across three lanes of traffic in 150 yards. The car's sensors detected traffic in a 360-degree view but didn't know how to trust that other drivers would make room in the ceaseless flow. Human "minders" had to take control to complete the maneuver. Driverless vehicles have never been at fault. They're usually hit from behind in slow speed crashes by aggressive humans unaccustomed to robot motorists that always follow the rules. Similar thorny ethical issues arise over how to program them to make life-or death decisions in an accident. For example, should an autonomous vehicle sacrifice its occupant by swerving off a cliff to avoid killing a school bus full of children?

### Danger to Driver and Passengers of Uber type business

Consider these five factors before driving into the passenger service frenzy. Transportation Network services like Uber signs up an estimated 20,000 drivers each month. The standard family auto policy covers ridesharing. Sometimes you don't ask us before you decide to use your car under Uber, or another ride sharing program. If you did we would have told you that the typical personal automobile policy exclude coverage for business operations. Ridesharing is the "act or an instance of sharing motor vehicle transportation with another or others". That doesn't involve a fee or contact. A driver charging a passenger a fee is defined as a "livery". Family policies do not cover livery!

Does the Uber coverage really protect you? Their policies allegedly become your insurance policies from the moment you get a fare until the transaction is closed, where coverage presumable reverts back to your personal auto insurance policy. What does your personal auto insurance carrier say about this? Exclusions say we do not provide liability coverage for any "insured" while it is being used for livery conveyance. Exactly when does the family policy end? Ride Hailing has- 3 phases.

Phase 1 Driver logs on to the Uber type application but is not matched with passenger.

Phase 2 Matches are made and accepted. Passenger has not entered the vehicle.

Phase 3 When the passenger has been picked up and is occupying the vehicle

Prior to log on you are not engaged in a livery service so the personal auto policy (PAP) would respond to any accident. Uber types have conceded that any coverage they provide is only during phase 3. (When a passenger is in an Uber type vehicle). So the question becomes is the PAP or the Uber type policy is primary during phases 1 and 2? If you want coverage for this activity call us to discuss. Your own personal insurance policy won't protect you! The best way to know if your insurance carrier covers you while you are working is to ask your agent before you sign up with an Uber type!

Does your insurance company know that you Uber? "Don't ask, don't tell" just might work if you don't have an accident. If you do, you could lose your personal auto policy protection for several reasons.

- Failure to disclose - any misstatement on the application can be a violation of coverage. If you answer "no" when the truth is "yes" this is material misrepresentation. One of the questions you answer, was if the car was used for business (livery is a business)
- How many miles driven per month and the usage of your vehicle are asked. Driving for an Uber type changes the usage description of your vehicle and your exposure to accidents. Driving back and forth to work has significantly less exposure than driving around town for fares all day.

The possibility of having your coverage cancelled by your personal auto insurance carrier is real! Or worse, having coverage denied after you have a loss. The 1,000,000 ride share company liability policy pays the damage to the other vehicle and the medical bills for your passenger. Does it cover your collision damage?

### Can you escape the IRS and Workers Compensation Board?

Most workers qualify as employees under the Federal Labor Standards Act and cannot be classified as independent contractors–even when those workers agree to the independent contractor designation and receive 1099s. Some firms do this to escape proposed overtime pay regulations. New York Department of Labor is taking enforcement action against any business they deem to be misclassifying employees as independent contractors. If the courts determine you have misclassified their workers, you may face bad consequences for breaking tax laws; Family and Medical Leave Act and the Affordable Care Act. Look at any independent contractors and decide whether these workers may be considered employees under the newly released DOL classification standards. Contact us to discuss your workers' compensation insurance needs.

### Are your fine arts and jewelry appraisals up to date?

A quality appraisal is an important first step in making sure items are insured properly. The most common jewelry losses are "mysterious disappearance", "breakage", such as a chipped stone, and "loss of stone". Policies cover up to the value shown. Values have changed. How many years ago was the last appraisal done? Want to get it fully insured? Consider updating your appraisal. Here are some alternatives to protect your jewelry assets. When you go away from home for extended periods of time, store jewelry in a secure location. Don't store it in a bedroom dresser or jewelry case. Consider periodic inspection of jewelry such as wedding sets which are worn daily and subjected to the potential hazards of everyday living. Prongs are prone to wear. You don't want to get underpaid on a claim because your appraisal is outdated.

### Foolish assumptions of renters

Theft is the most common renter's insurance claim. Renter's insurance can cost less than $15 per month. "Roommates" need separate renter's policies. Water damage from plumbing is another factor for damage to your own contents. Liability can protect you from claims from the apartment below yours if you're plumbing leaks on them. Don't own your home? You need renter's insurance. 68% of US renters don't have insurance. Four common myths might be preventing renters from purchasing the coverage they need:

- "Nothing will ever happen to me": 17%
- "I live in a safe building; I don't need to lock my door": 13%

- “Renters insurance is too expensive”: 25%
- “I’m covered by my roommate’s insurance”: 22%

### Don’t give insurance companies wiggle room to deny a claim

Fire and liability policies for one and two family homes limit the number of roomers or boarders living in the home. Having more than the allowable number of roomers or boarders could void both the fire and liability policy protections. If you have more than one or two roomers or boarders we urge you to check with us to be sure coverages will apply. In some cases, the rating classification needs to be changed from one or two family home to a rooming house classification.

### Getting sued for more than a million?

Recently a lot of lawsuits are made with claims of over a million in damages. The claims typically take a few years to go through the legal system. If your liability limits are lower than the lawsuit this can lead to a lot of sleepless nights and a real nightmare if you lose! We offer a solution. It’s called an umbrella policy which can add several additional levels of liability to your personal, auto, boat etc. Let us quote, increasing your sleep comfort level.

### Legionnaires Disease: What is it?

Legionella is water borne bacterium that exists naturally in rivers, lakes, reservoirs and soil. People fall ill with legionnaires Disease when they breathe contaminated mist or vapor. The disease is named after the first outbreak in 1976. At a Pennsylvania American Legion convention at a Philadelphia hotel. Since then, occurrences have become steadily more frequent. Last summer an outbreak in a New York City hotel killed 12 people and sickened 127 others.
Legionnaires Disease hospitalizes more than 10,000 people annually in the United States. The death toll can go as high as 30 percent. Fatality rates are much higher for the elderly, those with compromised immune systems and early symptoms are much like the flu. There are the preventative measures. Legionella spreads in warm water and flourishes inside manmade water handling and storage systems such as cooling towers, hot tubs, plumbing systems and decorative fountains. The key to prevention is using chemical disinfectants such as bleach. Could you be held liable?  When people are infected with legionella from an establishment, its owners and operators can be held liable. Many businesses owners incorrectly assume that their general liability will cover claims. It does not. Policies broadly excludes bodily and property damage caused by pollutants and bacteria, including mold, smoke, vapor, soot, fumes, acids alkies, chemicals and waste. To properly cover such exposures Environmental Impairment liability policy should be purchased. Call for a quote.

### What does NY State Insurance Department (DFS) say about the truth?

In some local markets it was typical for some agents to tell insureds that it is not necessary to disclose or rate teenage drivers. These agents say they will cover the teenage drivers in the event of an accident and the client will simply have to pay back the premium. This puts good agents quoting accurately at a big competitive disadvantage. If you hear this when getting a quote, ask the agent to put it in writing!  If the rates/rules filing a carrier has made with the state (DFS) calls for premium charges for teenager operators and these agents are deliberately not charging premium for them, it can be vied as misrepresentation.  NY Law discusses Misrepresentation of Insurance Classification It says:

A.) it is unlawful for a person to knowingly make any misrepresentation as proscribed by section 2D- 443 in the sale of insurance.
B.) A person who violates this section is guilty of class 5 felony. Yes, a felony

- Fraud, injunction, penalties says it’s fraudulent and unlawful to:

  Present cause to be presented or prepare with the knowledge or belief that it will be presented an oral or written statement, including the computer generated documents, to or by an insurer, insurance producer or agent or a reinsurer that contains untrue statements of material fact or that fails to state any material fact on any application or rating for the issuance or renewal of an insurance policy

So what does this mean to you getting “on line” quotes? Be very accurate! If you “forget” some “Happenings “or past history, get a low quote you may have no real coverage & after the claim is denied you may be charged with a felony!

### Do you need protection from discrimination charges?

EEOC resolved 92,641 charges in 2015, and secured more the $525 million victims of discrimination in private sector, state and local government workplaces. Retaliation was the most frequently filed charge. Employees claimed harassment based on retaliation, race, disability, sex, age, national origin, religion, color, equal pay act, and genetic information. We have policies to cover some of these claims.

### Flood Insurance Questions of Fine Arts, Maximum Values & Reducing Premium

Of the 90 million residential structures in the United States, approximately 10% are located in Special Flood Hazard Areas, yet only a fraction carry flood insurance. Flash flooding can occur almost anywhere in the U.S. Flood insurance does not cover finished basements and additional living expenses or personal contents in a basement.

Flood insurance has a $2,500 maximum for loss of jewelry, art, furs, and business property. So you may want to consider a special floater policy that will cover these items and with much broader coverages, including theft. We also continue to offer higher levels of flood coverage, higher then FEMA's maximum of $250,000 per building. Since the average value of homes in our region is over $350,000, this may be of interest.

Some flood policies are rated without using a Flood Elevation Certificate. These policies will say **Pre-Firm Subsidized** on the policy. Flood Elevation Certificates shows the elevation of the lowest floor of the house, if this is at or above the required elevation it may reduce the flood premium considerably. You can obtain a Flood Elevation Certificate from a Land Surveyor. They are expensive and there is no guarantee it will reduce the cost of flood insurance at this time, but at some time in the future the rates on your policy will be better with the Elevation Certificate calculated in, as the rates on the **Pre-Firm Subsidized** policies will increase 25% annually until it reaches the Elevation Certificate rated premium. If you have questions, please call us before ordering the certificate.

$10,000 deductibles are available on flood polices now, but before requesting the increase in the deductible check with your mortgage company to see if they will allow it. Deductibles on flood policies are for the building damage and also again on the contents damage. If both building and contents are damaged and you have a $10,000 deductible, that is a $20,000 deductible you are facing. Consider the small loss when considering deductible options.

### Are Flood rates based on flood loss or politics?

Congress continues to pick charges based on politically acceptable public policy, not risk assessment. Private flood markets question FEMA's pricing. According to historical claims data through 2007, FEMA's best loss experience applied to newer properties built in the highest-risk V zones, while the worst loss ratios applied to FEMA's lowest-cost Preferred Risk Policy's. People with numerous repetitive loss properties pay FEMA's rates which are only slightly higher than properties that have never incurred a flood claim. Congress has dictated high surcharges on FEMA's pricing for commercial properties and secondary/non-primary residential properties. Is the probability of a flood different based on whether it is lived in 275 days of the year or less? Our politicians and FEMA say it is. Homes rented by families who cannot afford to purchase their own home have more expensive flood insurance, and the rates are going up for second homes too! In 2005, the NFIP premium for a $250,000 policy insuring a single family home built in 1974 with a basement cost $1,495. Today, that policy costs $3,410 or $4,922 if it is a non-primary residence.

A proposed new law would make it easier for lenders to accept private insurance and demand that FEMA recognize private flood insurance the same as NFIP flood insurance when defining continuous coverage. When the NFIP was created in 1968, Congress was looking for a way to help people by providing a low cost insurance product, underwritten by the federal government, that would respond to any flooding event - regardless of how local or widespread. Stated in the enabling legislation was the purpose of the program is to "provide flexibility in the program so that such flood insurance may be based on workable methods of pooling risks, minimizing costs and distributing burdens equitably among those who will be protected by flood insurance and the general public". Recent legislation passed has lost sight of the original intent to minimize cost and distribute the burden. The exact opposite has occurred with Congress increasing the burden on selected property owners, most notably those owning older buildings, second homes and business properties. First the Biggert-Waters Flood Reform of 2012 (BW-12) increased premiums dramatically. Consumer reaction was swift and powerful, Congress reversing many of the bill's provisions through Homeowner Flood Insurance Affordability Act (HFIAA) passed in May 2014. It re-established grandfathering with rate increases capped at 18% annually. FEMA mandated additional annual policy surcharge of $25 for a primary residence and $250 for all other occupancies. Reserve fund surcharge will increase. Additional fees are over and above the 18% average rate increase. Small business or vacation home will have $445 in surcharges added to a $1000 flood premium. It might be time to ask members of Congress what happened to the goal of low cost flood insurance policy underwritten by federal government with the burden spread equitably among the general public. You might also want to get a quote for your own home if you do not have a flood policy! Recent events in Louisiana point out what can happen when it never happened before!

### Adding a new Driver?

Price is inextricably tied to coverages, including who is covered and on what or whose policy. It is no secret that insurance companies charge high rates for younger drivers. Many seek to reduce the cost of insuring their young driver. You can lower the rate by taking advantage of various credits, like the good student discount, driver's education credit and the away at school discount. It is a standard practice during the rating process for an insurance company to assign the most expensive car to the youngest driver. While rating, an agent can advocate reassigning the drivers listed on a policy to other vehicles, resulting in a reduction in premium.
To Add or Not to Add on the parent's policy or give them their own car on their own policy?
Parents are concerned about adding their children to their auto policy because of the higher rates. Some policy provisions only extend coverage to drivers that are specifically listed on the policy, which can lead to the denial of a claim by an insurance company.
Adding a child to the parent's policy provides the first step for the child to establishing his/her own insurance history and usually saves all involved money. Rates for young drivers are high and for good reason. Young drivers are easily distracted and inexperienced. Statistics show they are susceptible to a higher percentage of accidents, as well as traffic infractions.
If the child can stay accident and infraction free for three years listed as a driver, families are in a much better position to secure a more affordable auto policy. What about a separate policy for the children's cars? Often the purchase of such a policy could result in the loss of credits for a multi-car policy. Liability limits may not be as high leaving assets inadequately protected in the event of a major accident.
Given the ease insurers can access state DMV records, they can easily determine if there is a licensed, non-added, non-disclosed new driver in the family or permitted but not yet licensed.
Non - traditional families or families of divorced parents can also present major problems. Auto policies cover "resident relatives. What happens where the parents are divorced, the child living with the mother but the father provides the car? We are not always aware of these situation -calls us to discuss.

### High Speed Texting

Drivers take their eyes off the road for an average of nearly five seconds when they text from behind the wheel. During this short period the distance the driver would travel at 55 miles per hour is basically equivalent to the length of a football field. 3,100 people were killed and another 424,000 were injured in 2013 in crashes involving distracted drivers. The penalty for texting depends on where you're caught. California is $20 for the first offense. Alaska's law has the toughest maximum. Texting while driving is a misdemeanor with a penalty of up to $10,000 and one year in prison. Injuring someone as a result of texting and driving is a felony with a penalty of up to $50,000 and five years in prison. If the victim is seriously injured, the penalty goes up to $100,000 and 10 years in prison. If the victim is killed, $250,000 fine and 20 years in prison.
A ticket will affect your car insurance premium for several years!

### Trusts! If you have one, we NEED TO KNOW ABOUT IT!

Have you created a trust or formed an LLC or corporation to own a home because an attorney or financial planner told you to do this? Are you covered? The simplest answer is "no" unless you have discussed this with us. Personal lines policies simply do not cover properties owned by nonhumans, they have language involving "spouses" and "family members". There are some exceptions for some. Call us to be sure you are covered! For example, we have seen problems collecting on homeowner policy insurance claims. The current definition of the residence premises dwelling has two conditions. It must be the dwelling where you reside and owned by you. Only owner-occupants are eligible for the dwelling coverage on the homeowner's policy. If the dwelling is not occupied by the owner, then a separate "dwelling" policy should be written. If it is discovered after a claim that the owner is not actually occupying the house at the time, there can be problems. There are many reasons for not occupying the home. One of the reasons cited in several legal cases has been the owner being placed in a nursing home, others include out of the house for months because of renovations separation and divorce etc. Seasonal homes need to be endorsed.

### Contractors Beware

Upper tier contractors (GC's) seek to avoid the financial costs that can result from bodily injury or property damage to a third party caused or contributed to by other parties (lower tier contractors (subs)). GC's seek to transfer responsibility for injury or damage for which they could be held vicariously liable, when allowed by

statute, and sometimes even when not allowed. They attempt to avoid the financial consequences for which they and the lower tier contractor are jointly liable. If both are responsible GC's may ask the sub's policy to pay first.
Waiver of subrogation in the construction contracts almost always require the Sub to waive its right of recovery against the general contractor.
Indemnifications and hold harmless clauses make the sub contractor's policy primary. The contract waiver of subrogation wording assures that neither sub-contractor nor its insurance carrier will or even can ask the general contractor to pay for the results of the general contractor's own actions in cases of joint liability.
The biggest concern is the sub can contractually accept more liability than is covered by the sub's insurance policy. Insurance is only a means to finance some of the risk accepted by the subcontractor in the contract. Indemnity agreements do not broaden the coverage provided by the subcontractor's insurance policy Insurance protection for contractually-accepted liability is dependent on the definition of "insured contract". Some forms like the CG 21 39- Contractual liability limitation say the policy does not extend coverage to the contractually accepted liability. The sub-contractor can still accept the liability (remember, insurance protection has no bearing on what can be contractually accepted). There just will not by any insurance protection available to finance what the subcontractor agreed to provide.

### If you use your commercial truck and go out of state

The Federal Motor Carrier Safety Administration has new rules effective October 2016. Any truck with a vehicle weight (GVW) of 10,001 pounds or larger in interstate commerce (that could mean a contractor with a Ford F-350 pickup who stores tools and materials in their bed) and crosses state lines is involved. They must pay the required fees for the unified carrier registration, must obtain a DOT number and display their number on the side of their vehicle. If they do not, law enforcement can stop them, fine them and even restrict their operations until they obtain the number. Drivers must be at least 21 years of age and carry proof that they have a DOT medical exam. If they plan on driving the unit more than 100 miles from where they started, they must also maintain a log of their driving time. If you Operate in across state lines for any business purpose, car dealing, boat sales, delivery. You must provide information including names of drivers in operation, and type of cargo.
FMCSA publishes this information, including number of inspections, inspections rendering vehicle out of service or cannot be moved, such as a bald tire, crashes requiring medical attention or a tow. This information does not reflect who caused the crashes. Your insurance provider can get the information.

**PRIVACY POLICY OF PERCY HOEK, INC.**

We are required to advise you annually of our policy. To service you and your insurance needs, we may share your personal information with our insurance providers, our employees, brokerage firms, NYS Department of Motor Vehicles, affiliates of the insurance companies as permitted by law. We will NOT share your non-public information with anyone for purposes unrelated to insurance. We use physical, electronic and procedural safeguards to maintain the confidentiality and integrity of your data as well as to guard against unauthorized access. Credit scoring is used by many companies for personal lines coverage. We do not receive your scores, but it is used by the carriers to determine your final pricing.


**OUR PERCY HOEK STAFF:**
**Donald J Hester don@percyhoek.com**
**Susan VanEssendelft: sue@percyhoek.com**
**Sharon VanderBorgh: sharon@percyhoek.com**
**Allison Leigh-Manuell: ally@percyhoek.com**
**Elizabeth Blenk: beth@percyhoek.com**
**Robert Hester: robert@percyhoek.com**
**Kathy Hoek: kathy@percyhoek.com**
**Debora McGorty: Debora_mcgorty@percyhoek.com**
**Margaret Forthman: peg@percyhoek.com**
**Joseph Corrar: joseph@percyhoek.com**
**Tiffany Popke: frontoffice@percyhoek.com**

**Contact us: Mail: 180 W Main St.**
**PO Box 387**
**Sayville, NY 11782**
**Phone: 631-589-4100**
**Fax: 631-589-4182**
**Email: info@percyhoek.com**