

****THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.****

PENNSYLVANIA AUTO ENDORSEMENT

This endorsement changes certain parts of *your* Auto Policy. Every coverage, *exclusion*, definition and rule that isn't changed by this endorsement remains the same.

Your Auto Policy is amended as follows:

YOUR AGREEMENT WITH US

Paragraph 1 of **Your Agreement With Us** is deleted and replaced by the following:

This document is *your* actual auto insurance policy. The Declarations Page and any endorsements named on the Declarations page are included in it. Throughout this policy, the words *you*, *your*, and *yours* mean the person named on the Declarations Page, and his or her spouse if they live together. The words *we*, *us*, *our*, and *ours* mean the company named on the Declarations Page.

WHO WE INSURE

1. **We Insure You** is deleted and replaced by the following:

1. We Insure You

You are an *insured person* under every coverage in *your* Auto Policy. This includes *your* spouse if he or she lives with *you*.

3. **We Insure Some Other People and Organizations** is deleted and replaced by the following:

3. We Insure Some Other People and Organizations

There are some situations when other people may be insured by this policy. For instance, when *you* allow a friend to drive *your* car. To meet these needs, *your* Auto Policy expands the definition of *insured person* for some coverages.

For **Liability** and **Uninsured/Underinsured Motorists Coverage**, *insured person* also includes any person while using one of the following vehicles with *your* permission:

- any vehicle named on the Declarations Page;
- any vehicle eligible for coverage as a newly acquired vehicle, as described under the property coverage part of *your* Auto Policy;
- any *trailer you* own; and
- any car or *trailer you* don't own while being used as a temporary substitute for a vehicle that's covered by one of the definitions above. But the vehicle must be out of commission because of breakdown, repair, servicing, loss, destruction, or being inspected or transported by a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act.

For **Liability** only, *insured person* also includes any other person or organization with legal responsibility for the actions or omissions of an *insured person*. But this doesn't include a person or organization that owns the vehicle the *insured person* is driving.

PART I: YOUR PROPERTY COVERAGE

LOSSES WE WON'T PAY FOR

(9) **Intentional Acts** is deleted and replaced with the following:

(9) **Intentional Acts.** We won't pay for loss caused intentionally by or at the direction of an *insured person*, even if the loss that results is not what was intended. An intentional act is one whose consequences could have been foreseen by a reasonable person.

(a) However, this exclusion will not apply to deny payment to the *insured person* who did not cooperate in or contribute to the creation of the loss if the loss:

- Is otherwise covered property under the policy; and
- Arises out of the abuse to that innocent *insured person* by another *insured person*. With respect to this provision, abuse means:
 - Abuse as defined in the Pennsylvania Protection From Abuse Act; or

- Attempting to cause or intentionally, knowingly or recklessly causing damage to covered property so as to intimidate or attempt to control the behavior of another person.
- (b) If we pay a claim under this provision (9). (a), *our* payment to the *insured person* is limited to that *insured person's* insurable interest in the property. In no event will *we* pay more than the limit of insurance.

PART II: YOUR LIABILITY COVERAGE

WHAT WE COVER

A. LIABILITY

Who we insure, 4th bullet is deleted and replaced by the following:

- any car or *trailer you* don't own while being used as a temporary substitute for one that's covered by one of the definitions above. But *your* car or *trailer* must be out of commission because of breakdown, repair, servicing, loss, destruction, or being inspected or transported by a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act.

Coverage **B. MEDICAL EXPENSES** is deleted with respect to any *vehicle accident* where First Party Benefits Coverage is required to be provided by the Pennsylvania Motor Vehicle Financial Responsibility Law.

EXTRA BENEFITS

A. Legal Services

(5) **Interest on a judgment** is deleted and replaced by the following:

If a judgment is entered on a claim covered by this policy, *we'll* pay the interest that accrues until *we* pay *our* part the judgment. *We'll* also pay prejudgment interest awarded against an *insured person* on the part of the judgment *we* pay. Any prejudgment interest awarded against an *insured person* is subject to the applicable Pennsylvania Rules of Civil Procedure.

B. Accidental Death Benefit

B. Accidental Death Benefit is deleted and replaced by the following:

We will pay an accidental death benefit of \$5,000 in the event of *your* death when death results directly and independently of all other causes from *bodily injury* (other than sickness or disease resulting therefrom) caused by an automobile accident.

PART III: TERMS AND CONDITIONS

GLOSSARY

Domestic partner is deleted in its entirety.

Non-owned auto is deleted and replaced with the following:

Non-owned auto means any four wheel private passenger auto that has a Gross Vehicle Weight Rating of 10,000 lbs. or less, or *trailer*, not owned by *you* or any *family member*, or not furnished or available for the regular use of *you* or any *family member* for more than 60 consecutive days, while it is in the custody of or being operated by *you* or any *family member*; or any auto or *trailer you* do not own while used as a temporary substitute for a vehicle *you* own which is out of normal use because of its breakdown, repair, servicing, loss, destruction, or being inspected or transported by a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act.

You, your and yours is deleted and replaced with the following:

You, your and yours means each person named on the Declarations Page, and his or her spouse if they live together.

GENERAL CONDITIONS

1. OTHER INSURANCE

1. **OTHER INSURANCE** is deleted and replaced by the following:

OTHER INSURANCE

If another policy also covers the *occurrence* or loss, *we'll* pay *our* share of the damages and no more. *Our* share is the proportion of **our coverage limit** to the **total** of all coverage limits that apply. However, any insurance *we* provide for a vehicle *you* do not own, including any vehicle while used as a temporary substitute for *your* covered vehicle that is provided by a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act, shall be primary.

However, for any *occurrence* that involves a vehicle **not** named on the Declarations Page, *we'll* pay liability, uninsured/underinsured motorists coverage or *medical expenses* only in excess of other coverage that applies. However, any insurance *we* provide for a vehicle *you* do not own, including any vehicle while used as a temporary substitute for *your* covered vehicle that is provided by a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act, shall be primary.

3. CANCELLATION OR NONRENEWAL

3. **CANCELLATION OR NONRENEWAL** is deleted and replaced by the following:

Cancellation

This policy may be canceled during the policy period as follows:

1. *You* may cancel by:
 - a. Returning this policy to *us*; or
 - b. Giving *us* advance written notice of the date cancellation is to take effect.
2. *We* may cancel by mailing a notice of cancellation to *you* at the address shown on the Declarations Page under one of the following circumstances:
 - a. If *you* haven't paid the premium, *we* may cancel with 15 days notice;
 - b. If the policy has been in effect for less than 60 days and is not a renewal, *we* may cancel for any reason with 15 days notice;
 - c. If the policy has been in effect for less than one year and *your* driver's license has been suspended or revoked after the effective date, *we* may cancel with 15 days notice;
 - d. If the policy has been in effect for more than one year and *your* driver's license has been suspended or revoked since the last anniversary of the original effective date, *we* may cancel with 15 days notice; or
 - e. If *you* misrepresented any information that would have affected *our* decision to write this policy, *we* may cancel with 60 days notice.

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

Nonrenewal

If *we* decide not to renew or continue this policy, *we* will mail a notice to *you* at the address shown on the Declarations Page. Notice will be mailed:

1. At least 15 days before the end of the policy period if *you* haven't paid the premium;
2. At least 15 days before the end of the policy period if the reason described in Paragraph 2.c. or 2.d. above exists; or
3. At least 60 days before the end of the policy period in all other cases.

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

Automatic Termination.

If *we* offer to renew or continue and *you* or *your* representatives do not accept, this policy will automatically terminate at the end of the current *policy period*. Failure to pay the required renewal or continuation premium when due will mean that *you* have not accepted *our* offer.

Other Termination Provisions.

We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

If this policy is canceled, *you* may be entitled to a premium refund. If so, *we'll* send *you* the refund. The premium refund, if any, will be computed according to *our* manuals. However, making or offering to make the refund is not a condition of cancellation.

The effective date of cancellation stated in the notice will become the end of the *policy period*.

17. CONSTITUTIONALITY CLAUSE

17. CONSTITUTIONALITY CLAUSE is added:

The premium for, and the coverages of, this policy have been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law. In the event a court, from which there is no appeal, declares or enters a judgment the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we will have the right to recompute the premium payable for the policy and void or amend the provisions of the policy, subject to the approval of the Insurance Commissioner.