

PERSONAL AUTO ULTRA PLUS SPECIAL PROVISIONS

For an additional premium, we agree to provide this additional coverage. However, with respect to this endorsement, all provisions of the Personal Auto Policy to which it is attached apply, except as modified herein. Please read this endorsement and your policy carefully.

DEFINITIONS

Under **K**. "Newly acquired auto", the following revisions apply:

Item **2.a.** is deleted and replaced by the following:

- a.** For any coverage provided in this policy, except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 45 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

Item **2.b.(1)** is deleted and replaced by the following:

- (1)** 45 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

Item **2.c.(1)** is deleted and replaced by the following:

- (1)** 45 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

PART A – LIABILITY COVERAGE

Under **SUPPLEMENTARY PAYMENTS**, the following revisions apply:

Item **1.** is deleted and replaced by the following:

- 1.** Up to \$1,000 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.

Item **4.** is deleted and replaced by the following:

- 4.** Up to \$300 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.

Under **EXCLUSIONS**, item **A.3.** is deleted and replaced by the following:

- 3.** For "property damage" to a private passenger auto, pickup, van or "trailer":
 - a.** Rented to;
 - b.** Used by; or

c. In the care of;

that "insured".

PART B – MEDICAL PAYMENTS COVERAGE

Under **LIMIT OF LIABILITY**, the following paragraphs are added:

C. If you or a "family member" die within three years of the accident because of injury sustained in the accident, we will pay:

1. The unused part of the Medical Payments Coverage Limit of Liability; and
 2. \$2,000 for each such death in addition to the Medical Payments Coverage Limit of Liability;
- to the surviving kin or legal representative.

D. In addition to the Medical Payments Coverage Limit of Liability provided under this policy, we will pay on behalf of an "insured" up to \$10,000 for reasonable expenses of "others". Such reasonable expenses must be:

1. Caused by accident;
2. Incurred as a result of "bodily injury" caused by an "insured";
3. For immediate, necessary medical and surgical treatment;
4. Incurred at the time of the accident; and
5. Sustained by "others".

"Others" as used in this paragraph (**D.**) means any person except an "insured".

Payment under this paragraph (**D.**) is not an admission of liability by any "insured" or us.

E. In the event of a covered accident, we will double the Medical Payments Coverage Limit of Liability described under Part B, paragraph **A.**, subject to the following:

1. All occupants of "your covered auto" were wearing full safety belts at the time of the accident; and
2. Any payment we make under this paragraph (**E.**) is subject to a maximum limit of liability increase of \$10,000.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

Under **INSURING AGREEMENT**, paragraph **A.** is deleted and replaced by the following:

A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations subject to the following:

We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

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

In the event of a covered loss under Part **D**, these deductible waivers apply:

1. **Multiple Vehicle/Same Loss.** If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision" or other than "collision", we will adjust the loss to each vehicle separately. However, only the highest of the otherwise applicable multiple deductibles will apply.
2. **Not At Fault Accidents.** If there is a covered loss under Collision Coverage to "your covered auto" or any "non-owned auto" for which we have determined that you are not at fault, we will not apply any otherwise applicable Collision Deductible if the driver of the other vehicle is identified.
3. **Declared Total Loss.** If there is a covered loss under Other Than Collision Coverage to "your covered auto" or any "non-owned auto", we will not apply any otherwise applicable Other Than Collision Deductible if we declare a total loss.
4. **Safety Glass.** We will pay under Other Than Collision Coverage for the cost of repairing or replacing damaged safety glass on "your covered auto" without a deductible. We will pay only if the Declarations indicate that Other Than Collision Coverage applies to that auto.
5. **Telephones.** If there is a covered loss to a permanently installed telephone or a mobile telephone, we will not apply the otherwise applicable Other Than Collision or Collision Deductible.

Under **TRANSPORTATION EXPENSES**, the following is added:

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, the following coverages apply:

1. **Transportation Expenses.** We will pay under:
 - a. The paragraph **A.** maximum, up to an additional \$600;
 - b. Item **A.1.**, up to an additional \$20 per day in temporary transportation expenses; and
 - c. Item **A.2.**, up to an additional \$20 per day in loss of use expenses.
2. **Emergency Travel Expenses.** We will reimburse, without application of a deductible, up to \$100 for any one occurrence for emergency travel expenses to get you or any "family member" home or to a destination made necessary due to a covered loss to "your covered auto" or any "non-owned auto".
3. **Personal Clothing and Baggage.** We will pay, without application of a deductible, up to \$600 for any one occurrence for loss to "personal clothing" and "baggage" as a direct result of a covered loss to "your covered auto" or any "non-owned auto". However, for this coverage to apply to a theft loss, the loss must be a result of:

- a. The total theft of; or
- b. Forcible entry into

"your covered auto" or the "non-owned auto". If theft loss results from forcible entry, there must be evidence of such entry.

For purposes of this endorsement, "personal clothing" means wearing apparel that belongs to you or a "family member". "Baggage" means bags, suitcases, trunks or valises of a traveler while being used to transport "personal clothing". However, "personal clothing" and "baggage" do not include:

- a. Items specifically insured, in whole or in part, by this or any other policy;
- b. Furs or items trimmed with fur;

- c. Jewelry or watches; or
 - d. Business property, including, but not limited to, samples or merchandise held for sale, consignment, exhibition or auction.
4. **Facilities or Equipment Coverage.** If either PP 03 07 Trailer/Camper Body Coverage (Maximum Limit of Liability) or PP 03 23 Miscellaneous Type Vehicle Endorsement applies to "your covered auto" or any "non-owned auto", the following facilities or equipment coverage applies:
- We will pay up to \$2,000 for a covered loss to facilities or equipment in addition to the applicable PP 03 07 or PP 03 23 limit of liability that applies to facilities or equipment. However, for this coverage to apply, PP 03 07 or PP 03 23 must provide coverage for the facilities or equipment loss.
5. **Auto Loan/Lease Coverage.** In the event that we declare a covered total loss to "your covered auto", we will pay any unpaid amount due on the lease or loan for "your covered auto" less:
- a. The amount paid under Part D under the policy; and
 - b. Any:
 - (1) Overdue lease/loan 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 refunded by a lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.
6. **Emergency Lockout Reimbursement Coverage.** We will reimburse, without application of a deductible, up to \$25 for any one occurrence to cover your actual expenses incurred when a locksmith must be called to:
- a. Open "your covered auto" because the keys are locked inside the auto; or
 - b. Make a key for "your covered auto" because the key has been lost or stolen.
7. **Increased Towing and Labor Cost Coverage.** When the PP 03 03 Towing and Labor Cost Coverage Endorsement applies to "your covered auto" or any "non-owned auto", the following applies to that auto:
- We will pay up to \$50 in addition to the applicable PP 03 03 limit of liability. However, for this coverage to apply, PP 03 03 must provide coverage for the occurrence.

Under **EXCLUSIONS**, the following revisions apply:

Under **PART D, EXCLUSIONS**, which begins: "We will not pay for:", paragraphs **4.** and **5.** are deleted and replaced by the following:

- 4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disc systems;
 - d. Citizen band radios;

Includes copyrighted material of Insurance Services Office, with its permission.

- e.** Telephones;
- f.** Two-way mobile radios;
- g.** Scanners;
- h.** Televisions;
- i.** Video entertainment systems;
- j.** Navigation systems;
- k.** Internet access systems; or
- l.** Personal computers.

This Exclusion (4.) does not apply to:

- a.** Electronic equipment designed solely for the reproduction of sound, including accessories used with such equipment, provided:
 - (1)** The equipment is permanently installed in “your covered auto” or any “non-owned auto”; or
 - (2)** The equipment is:
 - (a)** Removable from a housing unit which is permanently installed in “your covered auto” or any “non-owned auto”;
 - (b)** Designed to be solely operated by use of the power from the auto’s electronic system; and
 - (c)** In or upon “your covered auto” or any “non-owned auto” at the time of loss;
- b.** Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto’s operating systems;
- c.** A permanently installed telephone designed to be operated by use of the power from the auto’s electrical system and accessories used with the telephone; or
- d.** Electronic equipment which reproduces, receives or transmits audio, visual or data signals, including accessories used with such equipment, provided:
 - (1)** The equipment is permanently installed in “your covered auto” or any “non-owned auto” in locations normally used by the auto manufacturer for installation of such equipment or accessories; or
 - (2)** The equipment is:
 - (a)** Removable from a housing unit which is permanently installed in “your covered auto” or any “non-owned auto” in locations normally used by the auto manufacturer for installation of such equipment or accessories; and
 - (b)** In or upon “your covered auto” or any “non-owned auto” at the time of loss.
- e.** A mobile telephone, including any accessories and equipment used with the mobile telephone. A mobile telephone is defined as a telephone that is:

- (1) Removable from a housing unit which is permanently installed in the auto;
 - (2) Designed to be solely operated by use of the power from the auto's electrical system; and
 - (3) In or upon "your covered auto" or any "non-owned auto";
- at the time of loss.

5. Reserved for future use.

Under item **6.**, the following is added:

This Exclusion (**6.**) does not apply to direct and accidental loss to tapes, records, discs or other media used with equipment described in Exclusion **4.** if the property is:

- a.** Your's or a "family member's"; and
- b.** In or upon "your covered auto" or any "non-owned auto"

at the time of the loss.

Under **LIMIT OF LIABILITY**, paragraph **A.** is deleted and replaced by the following:

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

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

However, the most we will pay for loss to:

- 1.** Any "non-owned auto" which is a trailer is \$5,000;
- 2.** Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000;
- 3.** Tapes, records, discs or other media, without application of a deductible, is \$1,000; or
- 4.** Mobile telephones, including accessories and equipment is \$1,000 for any one occurrence.

All other provisions of this policy apply.