

THE RESPONSIVE AUTO INSURANCE COMPANY

RAIFLF-APD-00 ENDORSEMENT

This Endorsement is a part of your Personal Auto Policy. Except for the changes it makes, all other terms of the policy remain the same.

This Endorsement applies only when the number for this Endorsement is noted on the Declarations Page of the Policy.

Paragraph A, of **INSURING AGREEMENT** of **PART IV: COVERAGE FOR DAMAGE TO “YOUR COVERED AUTO”** is replaced by the following language:

- A. “We” will pay to repair or replace “your covered auto” with other of like kind and quality for direct and accidental loss to “your covered auto” including its equipment, minus any applicable deductible shown in the Declarations provided “you” request coverage for said vehicle in writing to “us” prior to any direct or accidental loss to said vehicle. “We” will pay for these losses to “your covered auto” caused by:
1. Other than “collision” only if the Declarations indicate that other than collision coverage is provided for that “motor vehicle.”
 2. “Collision” only if the Declarations state that Collision Coverage is provided, and “you” have paid the premium for this coverage when due.

Paragraphs **A, B, C, H, V** of **EXCLUSIONS** in **PART IV: COVERAGE FOR DAMAGE TO “YOUR COVERED AUTO”** are replaced by the following language:

- A. Loss to “your covered auto” which occurs while it is used for delivery, or to carry persons or property for a fee. This exclusion does not apply to share-the-expense carpools.
- B. Any loss or damage arising from a loss which occurs to your covered auto that is damaged, destroyed or confiscated by a government or civil authority.
- C. Damage due and confined to:
1. Wear and tear;
 2. Freezing;
 3. Mechanical or electrical breakdown or failure;
 4. Road damage to tires;
 5. Rust or corrosion;
 6. Inadequate or defective repairs;
 7. Lack of routine maintenance; or
 8. Unrelated prior damage.

This exclusion does not apply if the damage results from the total loss by theft of “your covered auto.”

H. Loss to any non-owned auto or any “motor vehicle” used as a “temporary substitute” for a “motor vehicle” of which “you” are the “owner,” as a rental vehicle, or is not specifically described within this Policy as your covered auto.

V. Loss to “your covered auto” when:

1. Repairs are commenced to;
2. Alterations are made to; or
3. Evidence of physical damage is removed from;
“Your covered auto” prior to “us” inspecting the damages.

In the event emergency repairs are necessary to minimize further damages and/or expenses, “we” require photographs of the damaged area(s) taken prior to when such emergency repairs are commenced and a complete itemized estimate of repair and payment receipts be submitted within 30 days of completion of such repair. The damaged parts that have been replaced must be retained for “our” inspection unless “we” waive “our” right to inspect.

The following are added to **EXCLUSIONS** in **PART IV: COVERAGE FOR DAMAGE TO “YOUR COVERED AUTO”**

- W. Any loss or damage arising from an accident which occurs while any covered auto is being driven, operated, or used in any manner by an unlisted household resident of the named insured’s household, or by an unlisted individual who is a regular or frequent operator of any auto insured under this policy. For the purpose of this exclusion, “unlisted” means the person’s name is not explicitly listed on the application or other policy documents as a driver or an otherwise excluded person. This exclusion shall apply whether or not the named insured is occupying the covered auto at the time that driver is using the auto.
- X. For any person using your covered auto without permission from "you."
- Y. Any loss or damage due to poor workmanship of any repair facility that is chosen by “you.”
- Z. Loss for collision or comprehensive damage to your covered auto if a driver excluded by “your” Policy is operating your covered auto at the time of the loss.
- AA. Any loss or damage resulting from lack of lubricants, oil, transmission fluid, coolant, or loss resulting from internal seepage of water. This includes, but is not limited to, the engine overheating due to mechanical problems and damage resulting from driving through a flooded area.
- AB. Any loss or damage due to illegal sale, or repossession of your covered auto by the rightful owner.
- AC. Loss due to diminution of value.

APPRAISAL in **PART IV: COVERAGE FOR DAMAGE TO “YOUR COVERED AUTO”** is replaced by the following language:

- A. If “we” and “you” do not agree 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 an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed upon by any two will be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.

B. "We" do not waive any of "our" rights under this policy by agreeing to an appraisal.

The appraisers and umpire have authority only to decide the amount of the loss. They have no authority to:

1. Decide any coverage or policy issues; or
2. Award any fees, interest or costs.

Waiver of Right to Litigate Under Part IV

If the appraisal clause is invoked by either "you" or "us", "you" waive the right to file a lawsuit against "us" concerning a dispute over the amount of loss to your covered auto.