

ADJUSTMENT FOR NON TOTAL LOSSES DUE TO OPERATION UNDER THE INFLUENCE TO PART IV

This endorsement is a part of your Personal Auto Policy and it changes your policy. Except for the changes it makes, all other terms of the policy remain the same. Please read it carefully. This endorsement applies only when the number for this endorsement is noted on the Declarations.

In the event of a non total loss arising out of the operation of “your covered auto” for which there are no unpaid leases or loans on, while the operator’s blood alcohol level is above the legal limit in the state where the loss occurs, or while under the influence of, or impaired by, substances that are banned in the state where the loss occurs or banned under federal law, excluding impairment as a result of prescription drugs following the lawful orders of a licensed health care professional, the following deletes and replaces Paragraphs **1.** And **2.** of Paragraph **A.** of the **LIMIT OF LIABILITY** section of **PART IV – COVERAGE FOR DAMAGE TO “YOUR COVERED AUTO”**, with the following with respect to that specific auto only:

- 1.** 50% of the actual cash value of the stolen or damaged property at the time of loss; or
- 2.** 50% of the “maximum coverage amount” as shown in the Declarations for that “your covered auto” and if no value is shown in the Declarations, the “maximum coverage amount” shall be assumed to be \$12,500;
- 3.** 50% of the amount necessary to repair or replace the property with other of like kind and quality. If a repair or replacement results in better than like kind and quality, “we” will not pay for the amount of betterment. Replacement parts may be supplied by a source other than the manufacturer of “your covered auto,” at “our” discretion.