

DEDUCTIBLE SETTLEMENT ADJUSTMENTS FOR 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.

Paragraph **D. DEDUCTIBLE AMOUNTS** is added in the paragraph **LIMIT OF LIABILITY of PART IV – COVERAGE FOR DAMAGE TO “YOUR COVERED AUTO.”**

DEDUCTIBLE AMOUNTS

The aggregate sum of any applicable deductibles shown on the Declarations Page, unless otherwise modified under this policy, plus any deductibles described in this section or in other endorsements attached to this policy, will reduce “our” payment for loss.

1. “Specified Loss” means a direct and accidental loss that is determined by “us” to have occurred under any of the following circumstances:

- a.** while a “youthful” was using “your covered auto”; or
- b.** while a non “resident relative” was using “your covered auto”; or
- c.** as the result of “distracted driving” by “you” or any other individual using “your covered auto”; or
- d.** while “your covered auto” was at the “residence garaging location”; or
- e.** while “your covered auto” was in a “parking area” that is not at “your” “residence garaging location” and the loss was not the result of a hit-and-run in which the operator or “owner” cannot be identified; or
- f.** as a result of hail, water, or flood.

2. Additional Definitions:

- a.** “Parking area” means an area enclosed or unenclosed, covered or open, paved or unpaved, of sufficient size to park vehicles, and generally provided for the parking of motor vehicles and may include aisles, parking spaces, pedestrian walkways, and the related ingress and egress access points.
- b.** “Youthful” means a “resident relative” that is under the age of 25 at the time the covered loss occurs.

- c. “Residence garaging location” means the location where “your covered auto” is garaged as indicated in the Declarations. If not specifically identified, it will be the “insured” address associated with the policy as found in the Declarations.
- d. “Distracted driving” means the act of driving “your covered auto” while engaged in another activity that involves the active use of a mobile phone or other electronic device not permanently attached to “your covered auto”.
- e. “Vehicle away from premises” is when “your covered auto” is located more than 200 miles from your “residence garaging location”.
- f. “Agreed value” means the amount that “you” and “we” agree is the value of “your covered auto” including taxes, title and all additional fees and is the amount shown in the Declarations, if shown, and if applicable to “your covered auto”. “You” agree that “we” may change this amount when the policy is renewed to reflect changes in market value and current costs.

3. In the event of a “Specified Loss”, the greater of the applicable additional deductible amounts described in section 5. below, in addition to any other applicable deductibles, will reduce “our” payment for loss.

4. If a loss is determined by “us” to be the result of a combination of two or more “Specified Losses”, the greater of the applicable additional deductible amounts described in section 5. below, in addition to any other applicable deductibles, will reduce “our” payment for loss.

5. The additional deductible amount for “Specified Losses” will be calculated based upon the **ADDITIONAL DEDUCTIBLE AMOUNTS SCHEDULE FOR PART IV – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO** schedule shown below, subject to the following definitions, conditions, and calculations. If a “Glass Deductible” is shown in the Declarations for “your covered auto” involved in the “Specified Loss” and that “Glass Deductible” applies to the “Specified Loss”, then the additional deductible described in this paragraph will not apply to that portion of the “Specified Loss” to which the “Glass Deductible” applies.

- a. The “Specified Loss Category” column indicates the specific category of “Specified Loss”.
- b. The values in column “Agreed Value” correspond to the Agreed Value in the Declarations for “your covered auto” that is involved in the “Specified Loss”. If no Agreed Value is stated in the Declarations for “your covered auto” then the “No Agreed Value” row will apply.

c. The additional deductible amount will be calculated based upon the appropriate row in the column labeled “Additional Deductible Amount” corresponding to the applicable “Specified Loss Category” and “Agreed Value” columns.

- i.** The sub-column labeled “Total Loss” will apply where the loss is a total loss. The sub-column labeled “Non-Total Loss” will apply where the loss is not a total loss. All determinations will be made by “us”.
- ii.** If the additional deductible amount is described as a percentage and there is an “Agreed Value” specified in the Declarations for “your covered auto” involved in the “Specified Loss”, then the additional deductible amount will be the specified percentage of that “Agreed Value”.
- iii.** If the additional deductible amount is described as a percentage and there is no “Agreed Value” specified in the Declarations for “your covered auto” involved in the “Specified Loss”, then the additional deductible amount will be the specified percentage of the actual cash value of “your covered auto” involved in the “Specified Loss” at the time of the loss.

Schedule: ADDITIONAL DEDUCTIBLE AMOUNTS SCHEDULE FOR PART IV – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

Specified Loss Category	Agreed Value	Additional Deductible Amount	
		Total Loss	Non-Total Loss
“Youthful driver” using “your covered auto”	<\$1 or Greater> <No “Agreed Value”>	<X.X%> <\$X,XXX> or <X.X%>	<X.X%> <\$X,XXX> or <X.X%>
Non “resident relative” using “your covered auto”	<\$1 or Greater> <No “Agreed Value”>	<X.X%> <\$X,XXX> or <X.X%>	<X.X%> <\$X,XXX> or <X.X%>
“Distracted driving”	<\$1 or Greater> <No “Agreed Value”>	<X.X%> <\$X,XXX> or <X.X%>	<X.X%> <\$X,XXX> or <X.X%>
“Your covered auto” at “residence garaging location”	<\$1 or Greater> <No “Agreed Value”>	<X.X%> <\$X,XXX> or <X.X%>	<X.X%> <\$X,XXX> or <X.X%>
“Your covered auto” in “parking area” not at “residence garaging location”.	<\$1 or Greater> <No “Agreed Value”>	<X.X%> <\$X,XXX> or <X.X%>	<X.X%> <\$X,XXX> or <X.X%>
Hail, water or flood loss and “vehicle away from premises”.*	<\$0 - \$XX,XXX> <No “Agreed Value”>	<X.X%> <X.X%>	<X.X%> <X.X%>
Hail, water or flood loss but not “vehicle away from premises”.	<\$0 - \$XX,XXX> <No “Agreed Value”>	<X.X%> <X.X%>	<X.X%> <X.X%>

* If the Emergency Movement Coverage endorsement is attached to “your” policy, then “vehicle away from premises” will be deemed not to apply for the purposes of calculating the additional deductible amount if “your covered auto” is away from the “residence garaging location” as a result of “your” utilization of the Emergency Movement Coverage in accordance with the terms and conditions of the endorsement.