CLEARSIDE
General

POLICY NUMBER:

PERSONAL AUTO
PP 03 22 01 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED NON-OWNER COVERAGE

Unless otherwise indicated below, or in the Declarations, Named Non-Owner Coverage applies only to the individual named in the Schedule or in the Declarations:

Name of Individual: _____

If indicated below, or in the Declarations, Named Non-Owner Coverage applies to:

☐ Named Individual and "Family Members"(including Named Individual's Spouse)

Coverage For Vehicles Furnished Or Available For Regular Use

☐ If indicated to the left, or in the Declarations, the exclusions for vehicles furnished or available for regular use under Part A — Liability Coverage and Part B — Medical Payments Coverage do not apply.

Coverage is provided where a premium and a limit of liability is shown for the coverage.

		Premium
Coverages	**Limit Of Liability**	
Liability Bodily Injury	$ Each person $ Each accident	$
Property Damage	$ Each accident	$
Medical Payments	$ Each person	$
Uninsured Motorists Bodily Injury	$ Each person $ Each accident	$
Property Damage	$ Each accident	$
Underinsured Motorists Bodily Injury	$ Each person $ Each accident	$
Property Damage	$ Each accident	$
	TOTAL PREMIUM	$

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With respect to the individuals and coverages listed in the Schedule or in the Declarations, the provisions of the policy apply unless modified by the endorsement.

I. Definitions

The **Definitions** Section is amended as follows:

A. The definitions of "you" and "your" are replaced by the following:

Throughout this policy, "you" and "your" refer to the individual named in the Schedule or Declarations.

B. The definition of "family member" is replaced by the following:

"Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, if:

1. The person is a resident of your household; and
2. The Schedule or Declarations indicate that coverage is provided for the named individual and "family members".

C. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means a "newly acquired auto".

D. The definition of "newly acquired auto" is replaced by the following:

"Newly acquired auto" means any of the following types of vehicles on the date you become the owner:

a. A private passenger auto; or

b. A pickup or van that:

(1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and

(2) Is not used for the delivery or transportation of goods and materials unless such use is:

(a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or

(b) For farming or ranching.

This provision applies only:

a. If you acquire the vehicle during the policy period; and

b. For 14 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

II. Part A - Liability Coverage

Part **A** is amended as follows:

A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".

B. The **Exclusions** Section is amended as follows:

1. Exclusion **B.2.** is replaced by the following:
   We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by you.
2. The following exclusion is added:
   We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is furnished or available for your regular use. However, this Exclusion **(2.)** does not apply if the Schedule or Declarations indicate that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

C. Paragraph **A.** of the Limit Of Liability Provision is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the auto accident.

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D. The **Out Of State Coverage** Provision is replaced by the following:

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Schedule or in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

No one will be entitled to duplicate pay-ments for the same elements of loss.

III. Part B - Medical Payments Coverage

Part **B** is amended as follows:

A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".

B. The **Exclusions** Section is amended as follows:

1. Exclusion **5.** is replaced by the following:
   We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" or, when struck by, any vehicle (other than "your covered auto") which is owned by you.
2. The following exclusion is added:
   We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying", or when struck by any vehicle, other than "your covered auto", which is furnished or available for your regular use.
   However, this Exclusion **(2.)** does not apply if the Schedule or Declarations indicate that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

C. Paragraph **A.** of the Limit of Liability Provision is replaced by the following:

LIMIT OF LIABILITY

A. The limit of liability shown in the Schedule or in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

IV. Part C - Uninsured Motorists Coverage

Part **C** is amended as follows:

A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".

B. The definition of "uninsured motor vehicle" is amended as follows:

1. Any reference to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside.
2. If the Schedule or Declarations indicate that Named Non-Owner applies to the Named Individual, the hit-and-run vehicle section is amended by deleting reference to "family member".

C. The definition of "uninsured motor vehicle" is amended as follows:

1. Paragraph **A.** of the **Limit Of Liability** Provision is replaced by the following:
The limit of liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person the limit of liability shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

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This is the most we will pay regardless of the number of:
1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

2. If the Schedule or Declarations also indicates an each accident limit of liability for Property Damage Uninsured Motorists Coverage, the following is added to Paragraph **A.**:
The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Uninsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident.
This is the most we will pay regardless of the number of:
1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

V. Underinsured Motorists Coverage

If the Schedule or Declarations indicate that Underinsured Motorists Coverage applies, the provisions of the Underinsured Motorists Coverage Endorsement made a part of this policy apply except as follows:

A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".

B.The definition of "underinsured motor vehicle" is amended as follows:
Any reference to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside.

C.If the Schedule or Declarations also indicate an each accident limit of liability for Property Damage Underinsured Motorists Coverage, the following is added to Paragraph **A.**:
The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Underinsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident.
This is the most we will pay regardless of the number of:
1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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