

# American Automobile Insurance Company

## Prestige Auto<sup>®</sup> Premier - Coverage Endorsement (102173 06-12 MA)

This endorsement changes your policy. Please read it carefully.

### ValueLock<sup>®</sup> COVERAGE SCHEDULE

Auto Description	ValueLock <sup>®</sup> Limit of Liability
	\$
	\$
	\$
	\$
	\$
	\$

### DEFINITIONS

#### The following provision replaces Definition 5.C.:

5.C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van, or similar vehicle to which you take title or lease as a permanent replacement for a described auto or as an additional auto. The broadest coverage of any of your autos shown on the Coverage Selections Page will apply to an additional auto if you ask us to insure it within 30 days after you take title or the effective date of the lease if:

1. The vehicle is in addition to any vehicle shown on the Coverage Selections Page; or
2. **You** want Collision and Comprehensive coverage.

If Collision or Comprehensive coverage do not apply to any auto shown on the Coverage Selections Page, you must ask us to insure it within 4 days after you take title; or the effective date of the lease. We will give these coverages with a deductible of \$500 to the additional auto.

Coverage begins from the date you take title or from the effective date of the lease of your auto. Coverage applies only if you ask us to insure the auto within the 4 days after **you** take title.

If a replacement or additional auto is a pick-up truck, van, or similar vehicle, it must not be used for the delivery or transporting of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

Under Parts 1, 2, 3, 4, 5, and 6 the term “your auto” also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

**The following definition is new:**

11. A **Non-Owned Auto** - means:

1. Any private passenger auto, pickup, van, or **trailer** not owned by, furnished, or available for the regular use of you or any **household member** while in the custody of or being operated by you or any **household member**; or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your auto**. This applies only if **your auto** is out of normal use because of the following:
  - a. its breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

For Collision and Comprehensive coverage, a **non-owned auto** also includes a private passenger auto, pickup, van, or trailer you rent or lease for 90 days or less.

**EXTENDED NON-OWNED AUTO COVERAGE**

**COVERAGE FOR VEHICLES FURNISHED FOR YOUR REGULAR USE**

The following items are added to and replace any conflicting provisions or endorsements in your policy.

1. Under Part 1, Part 4, and Part 5:
  - a. Coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use;
  - b. Coverage is also given for you or any **household member** while you maintain or use any auto while employed or engaged in any business; trade; or occupation; other than farming or ranching. We will not pay if the auto is used in the business or occupation of you or a **household member** while employed. We will not pay if the auto is engaged in the business; trade; or occupation of selling, repairing, servicing, storing, or parking autos designed for use mainly on public highways. This includes road testing and delivery; and
  - c. Coverage is not given if the auto is owned by you or a **household member**.
2. Under Part 6, coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use. Coverage is not given if the auto is owned by you or a **household member**.
3. If someone covered under this endorsement is using an auto he or she does not own at the time of the accident, the owner’s auto insurance pays up to its limits before we pay.

**WORLDWIDE COVERAGE FOR OWNED, NON-OWNED, AND NEWLY ACQUIRED VEHICLES**

**WARNING**

In Mexico, and other countries, only liability coverage purchased from a local licensed insurance company will meet the auto insurance requirements of that country. If you fail to purchase any required insurance policy could result in fines or other penalties. Check with your rental car provider.

If you rent, borrow, or lease a **non-owned auto** outside of the United States of America, its territories or possessions, Puerto Rico, or Canada, your coverage under Part 1, Part 4, Part 5, Part 6, Part 7, Part 9, and Transportation Costs for loss of use will apply to the operation or use of that auto by you or any **household member**. These coverages also apply if you purchase an auto, or temporarily relocate an auto shown in the Schedule or Coverage Selections Page. In order for these coverages to apply, the following must occur:

1. An underlying policy of auto liability insurance is purchased or given to **you**, to the extent required by the country or jurisdiction in which the auto is being operated. We will pay only that part of a covered loss that exceeds the limit of liability of that underlying policy;
2. The rental, lease, or use of the **non-owned auto** is for a period of not more than 90 days; and
3. You notify us within 30 days after you purchase or relocate an auto.

### **PET COVERAGE**

We will pay up to \$5,000 for reasonable veterinarian service charges to treat animals you own that are injured due to a **collision** while they are in **your auto** or a **non-owned auto**. This is the most we will pay for any one occurrence no matter how many animals are injured.

### **CARJACKING COVERAGE**

We will pay, with no deductible, carjacking expenses incurred by you or a **household member**. These costs must be solely and directly as a result of a carjacking and:

1. The occurrence involves the unlawful forced removal or detention of you or a **household member** while you operate or occupy **your auto** or **non-owned auto** during the theft or attempted theft of the auto; and
2. The carjacking is reported promptly to the police or other law enforcement agency.

Carjacking expenses include the reasonable and needed costs for:

1. Medical or psychiatric costs incurred within one year of the carjacking for you or a **household member** who witnessed the carjacking; and
2. Income continuation benefits if not able to resume the duties of you or a **household member's** usual occupation during the first 60 days following a carjacking. This coverage is excess over any other valid and collectible benefits including:
  - A. disability insurance;
  - B. workers compensation;
  - C. unemployment compensation;
  - D. salary or wage continuation plans; or
  - E. other similar plans.
3. Funeral Costs up to \$10,000 per person.
4. The Collision or Comprehensive deductible that would normally apply for damage to **your auto** or **non-owned auto**. If as a result of a carjacking, the deductible will be waived.

## LIMIT OF LIABILITY

Our limit of liability as a result of any one carjacking occurrence shall be the lesser of:

1. The actual reasonable and needed carjacking expenses incurred; or
2. \$100,000.

This is the most we will pay in spite of the number of:

1. Insureds;
2. Policies that apply;
3. Autos shown in the schedule or on the Coverage Selections Page; or
4. Claims made.

No one will be entitled to receive double payments for the same elements of loss under this or any other coverage given by this policy.

## **PART 7 – COLLISION AND PART 9 - COMPREHENSIVE**

### **MULTI-POLICY CONFORMITY OF COVERAGE**

Coverage given by this endorsement that applies to Part 7 and Part 9, applies to all private passenger autos owned by you that we insure. These autos are shown in the schedule or on the Coverage Selections Page on this or any other policy.

### **NEWLY ACQUIRED TRAILER OR CAMPER BODY**

The broadest coverage of any of **your autos** shown on the Coverage Selections Page will apply to a trailer or camper body you take title to during the policy period. You must ask us to insure it within 30 days after you become the owner.

### **LOSS TO MORE THAN ONE OF YOUR AUTOS**

We will pay for direct and accidental loss to **your auto** or any **non-owned auto, which** includes their equipment, minus any deductible that applies and is shown on the Coverage Selections Page. If loss to more than one of **your autos** or **non-owned autos** results from the same **collision** or other than **collision**, only one deductible, the lowest deductible that applies, will be used. We will pay for loss to **your auto** caused by:

1. Other than **collision** only if the Coverage Selections Page shows that Comprehensive Coverage applies for that auto; or
2. **Collision** only if the Coverage Selections Page shows that Collision Coverage applies for that auto.

If there is a loss to a **non-owned auto** we will provide the broadest coverage that applies to any **your auto** shown on the Coverage Selections Page.

### **ValueLock® COVERAGE**

**The following items replace any provisions in conflict** in Parts 7 and 9 of the policy:

## LIMIT OF LIABILITY

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- A. If there is a total loss to **your auto** shown in the Schedule or on the Coverage Selections Page, we will pay, with no deductible:
1. The ValueLock<sup>®</sup> amount, which includes any sales tax, title and registration fees that apply; or
  2. The actual cash value, plus any applicable sales tax, title, and registration fees at the time of the loss. The actual cash value must be greater than the ValueLock<sup>®</sup> amount.

You agree we may change the ValueLock<sup>®</sup> amount shown in the Schedule or on the Coverage Selections Page at each annual renewal. This will be changed to reflect the current value of your auto.

- B. Except as set forth in C. below, if there is a loss to part of the property, or a total loss to **your auto** not shown in the schedule or on the Coverage Selections Page, or a **non-owned auto**, or a **trailer**, our limit of liability will be the lesser of:
1. The actual cash value of the stolen or damaged property; or
  2. The amount needed to repair or replace the property with other property of like kind and quality. The most we will pay for loss to any **non-owned auto** which is a **trailer** is \$2,500.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

- C. If there is a loss to part of the property and the repair or replacement results in better than like kind or quality, we will waive the amount of betterment.

- D. A loss will be considered a total loss when:

1. The entire auto is stolen; not recovered; and we offer to settle the loss; or
2. The salvage value of the auto, determined by us, plus the amount for labor and parts of like kind and quality needed to repair the auto, is equal to or greater than the actual cash value of the stolen or damaged auto; or
3. In our opinion the auto should be deemed to be a total loss.

The amount to be paid for a total loss will be reduced by the cost to repair or replace any previous damage to that auto. The amount will be reduced only if the previous damage had not been repaired or replaced.

#### **TRANSPORTATION EXPENSES/COVERAGE FOR RENTAL CARS (Collision and Comprehensive Losses)**

Part 10 of your policy is deleted and replaced by the following:

##### **TRANSPORTATION EXPENSES**

In addition, we will pay, with no deductible:

1. Expenses incurred by you, up to a maximum of \$10,000 for temporary comparable transportation in the event of a loss to **your auto**. We will pay for such expenses if the loss is caused by:
  - a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
  - b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.
2. Expenses for which you are legally responsible for a loss to a **non-owned auto**. We will pay for such expenses if the loss is caused by:

- a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for any **your auto**;  
or
- b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for any **your auto**.

We will pay only reasonable expenses incurred from the time when either:

- a. The police are notified of a total theft of **your auto** or **non-owned auto**; or
- b. The auto is withdrawn from use due to any other covered loss;

until your auto or non-owned auto is returned to use, or we pay for the loss.

Our payment will be limited to that period of time, within reason, required to repair or replace **your auto**, or the **non-owned auto**.

Reasonable time is defined as seven (7) days after our offer of settlement is made. If you do not agree with our offer of settlement, we must receive written notice from you within that seven (7) day period.

## **ADDITIONAL COVERAGES FOR PARTS 7 AND 9 – COLLISION AND COMPREHENSIVE**

The following items are added to and replace any provision in conflict in **Parts 7 and 9**. Coverage applies to loss caused by:

1. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
2. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.

## **VEHICLE MODIFICATION FOR THE DISABLED**

### **OUR AGREEMENT**

If you or a **household member** becomes permanently disabled as a result of an auto accident during the policy period, we will pay up to \$10,000 for reasonable and needed changes to one of your autos shown on the Coverage Selections Page. We will also pay up to \$10,000 for reasonable and needed changes to an auto you take title to in order to accommodate your disability. This coverage shall be excess over any other collectible source of recovery.

## **TRIP INTERRUPTION AND EMERGENCY LIVING EXPENSES (Including Mechanical Breakdown)**

### **OUR AGREEMENT**

We will pay with no deductible, up to a maximum limit of \$1,000 for reasonable temporary living expenses or comparable transportation expenses incurred by you as a result of a loss to **your auto** or **non-owned auto** caused by:

1. Mechanical or electrical breakdown; or
2. Direct and accidental loss caused by **collision** or other than **collision**.

This coverage applies only if:

1. The loss to, or mechanical or electrical breakdown of **your auto** occurs away from the customary garaging location and any intended stop of a prearranged itinerary; and
2. The auto is withdrawn from use for at least 24 hours.

## LIMIT OF LIABILITY

1. Our payment for Trip Interruption Coverage and Emergency Living Expenses will be limited for that period of time, within reason, required to:
  - A. Resume travel under a prearranged itinerary; or
  - B. Return home.
2. No one will be entitled to receive double payments for the same elements of loss under this coverage and Parts 7 and 9 of this policy.

## OTHER SOURCES OF RECOVERY

Any insurance we provide for Trip Interruption Coverage and Emergency Living Expenses shall be excess over any other collectible source of recovery including but not limited to:

1. Any coverage given by:
  - A. Auto warranties;
  - B. Auto clubs;
  - C. Mechanical breakdown or similar plans; or
2. Any other source of recovery that applies to the loss.

## VEHICLE IDENTITY THEFT/FRAUDULENT TITLE COVERAGE

We will pay, with no deductible, for costs within reason and necessarily incurred by an **insured** to establish ownership as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others. We will also pay for the loss of the auto if the title of **your auto** is shown to be fraudulent; and you did not know it was fraudulent; and the auto is confiscated by a public authority. This includes reasonable attorney fees with prior notice and approval by us.

## LIMIT OF LIABILITY

Our limit of liability as a result of any one occurrence shall be the lesser of:

1. The cost to establish ownership and clear the title; or
2. The ValueLock<sup>®</sup> amount, which includes any sales tax, title and registration fees that applies; or
3. The actual cash value, plus any sales tax, title, and registration fees that applies at the time of the loss. The actual cash value must be greater than the ValueLock<sup>®</sup> amount.

## COVERAGE FOR ELECTRONIC EQUIPMENT

### OUR AGREEMENT

We will pay for loss to any electronic equipment, including accessories used with such equipment, that is permanently installed and was included as standard or optional equipment by the auto manufacturer.

## CUSTOMIZING EQUIPMENT COVERAGE

### OUR AGREEMENT

We will pay for loss to any custom furnishings, or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

1. Special carpeting;
2. Furniture or bars;
3. Height-extending roofs; and
4. Custom murals; paintings; or other decals or graphics.

## AUTO LOAN/LEASE COVERAGE

### OUR AGREEMENT

If there is a total loss to **your auto**, we will pay any unpaid amount due on the lease or loan for **your auto** up to the cost of **your auto** less:

1. The amount paid under Parts 7 and 9 of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the loss;
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
  - c. Security deposits not refunded by a lessor;
  - d. Costs for extended warranties; Credit Life insurance; Health; Accident; or Disability insurance purchased with the loan or lease;
  - e. Any amount payable under similar loan or lease terms or coverage given by the auto manufacturer, leasing company or financial institution; or
  - f. Costs incurred for prior leases or loans for autos other than your auto. These are also known as carryover loan balances.

## COVERAGE FOR PERSONAL PROPERTY

### OUR AGREEMENT

We will pay, with no deductible, for direct and accidental loss to personal property not otherwise excluded by this policy. This coverage applies only if the covered personal property is:

1. Owned or used by you or any **household member**; and
2. In **your auto** at the time of the loss; and
3. The loss was not caused by theft unless the entire auto was stolen.

## EXCLUSIONS

We do not cover:



1. Articles separately described and specifically insured elsewhere in this policy or any other insurance policy;
2. Watercraft, including their trailers, furnishings, equipment and outboard motors; or
3. Any motorized vehicle.

#### LIMIT OF LIABILITY

Our limit of liability for the total of all losses to personal property as a result of any one occurrence shall be the lesser of:

1. \$1,000; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

#### ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS

##### OUR AGREEMENT

We will pay for replacement parts, other than window glass, made by the original manufacturer used to repair any covered loss to **your auto** unless such parts are no longer being made. Replacement parts may be used or remanufactured if such parts are available. If the vehicle has 20,000 or fewer miles, new original equipment manufacturer replacement parts will be used.

#### WAIVER OF DEDUCTIBLE

##### OUR AGREEMENT

When there is a loss to **your auto** insured for Collision Coverage, no deductible will apply if, at the time repairs are complete, we have been able to determine that:

1. The loss was caused by a **collision** with another auto;
2. The owner or operator of the other auto has been identified and is legally responsible; and
3. The other auto is covered under a liability bond or policy that applies to the loss.

#### REPLACEMENT AUTO SEARCH ASSISTANCE

In the event of a total loss to **your auto**, we will assist you in locating a new or used replacement auto through our vehicle locator service. This service is available at no cost upon your request.

#### COVERAGE FOR PERMANENTLY INSTALLED TELEPHONES

##### OUR AGREEMENT

We will pay, with no deductible, for direct and accidental loss to a permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone if they are:

1. Your property; and
2. In **your auto** at the time of the loss.

## LIMIT OF LIABILITY

Our limit of liability as a result of any one occurrence shall be the amount needed to repair or replace the property with other property of like kind and quality.

## COVERAGE FOR AUDIO TAPES, COMPACT DISCS AND OTHER MEDIA

### OUR AGREEMENT

We will pay, with no deductible, for direct and accidental loss to tapes; records; discs; or other media if they are:

1. Your property;
2. In **your auto** at the time of the loss; and
3. Used with any device or instrument designed for the recording and/or reproduction of sound and are:
  - a. Permanently installed in the auto; or
  - b. Removable from a housing unit that is permanently installed in the auto and is designed to be solely operated by use of the power from the electrical system of the auto.

## LIMIT OF LIABILITY

Our limit of liability for the total of all losses to tapes, records, discs, or other media, as a result of any one occurrence shall be the lesser of:

1. \$200; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

## TOWING AND EMERGENCY ROAD SERVICE LABOR COSTS COVERAGE

We will pay, with no deductible, the cost to tow your auto to the repair facility of your choice within 50 miles of where your auto became disabled. If the nearest facility approved by the manufacturer to repair your auto is farther, we will pay the cost to transport it there. We will only pay for emergency road service labor costs performed at the place where the auto became disabled. We will pay for these costs each time **your auto** or any **non-owned** auto is disabled.

## COVERAGE FOR KEYS

### OUR AGREEMENT

We will pay, with no deductible, for loss of keys to **your auto** or **non-owned auto** which include:

1. The cost to copy or replace lost or stolen keys;
2. The labor costs to retrieve keys accidentally locked in the auto; or
3. The cost to re-key the auto locks when the keys are lost or stolen; and the auto is stolen and then recovered.

## COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG

### OUR AGREEMENT

We will pay, with no deductible, the cost to repair or replace an airbag passive restraint system for **your auto** that accidentally deploys. We will pay only when the accidental deployment is not caused by a **collision** or other than **collision** loss.

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# AMERICAN AUTOMOBILE INSURANCE COMPANY MASSACHUSETTS PERSONAL VEHICLE MANUAL

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

## **RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B), refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

## **RULE 33. TOWING AND LABOR**

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

## **RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

## **RULE 35. PRESTIGE AUTO® PREMIER**

Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

- ValueLock® Protection Coverage
- Worldwide Liability and Extended Non Owned Auto Coverage
- Pet Coverage
- Carjacking Coverage
- Transportation Expenses / Coverage for Rental Cars
- Coverage for Vehicle Modifications for the Disabled
- Coverage for Trip Interruption and Emergency Living Expenses
- Vehicle Identity Theft / Fraudulent Title Coverage
- Coverage for Electronic Equipment
- Customized Equipment Coverage
- Auto Loan/Lease Coverage
- Original Equipment Manufacturer Parts Coverage
- Waiver of Deductible
- Replacement Auto Search Assistance
- Coverage for Permanently Installed Telephones
- Coverage for Audio Tapes, Compact Discs, and Other Media
- Towing and Emergency Road Service Labor Costs Coverage
- Coverage for Keys
- Coverage for Accidental Deployment of an Airbag

# AMERICAN AUTOMOBILE INSURANCE COMPANY MASSACHUSETTS PERSONAL VEHICLE MANUAL

Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

D. Other endorsements that should not be used if the Prestige Auto Premier endorsement is purchased:

- |  |                        |
|--|------------------------|
| 1. Agreed Amount – Comprehensive   | (MPY-0034-S Ed. 04-08) |
| 2. Coverage for Customized Vans and Pickups                                | (MPY-0037-S Ed. 04-08) |
| 3. Excess Electronic Equipment Coverage                                    | (MPY-0041-S Ed. 04-08) |
| 4. Original Equipment Manufacturer Parts Cov.                              | (MPY-0040-S Ed. 04-08) |
| 5. Stated Amount Coverage  | (MPY-0027-S Ed. 04-08) |
| 6. Use of Other Autos – Vehicles Furnished<br>Or Available for Regular Use | (MPY-0051-S Ed. 04-08) |
| 7. Waiver of Deductible  | (MPY-0016-S Ed. 04-08) |

**RULES 36- 38. RESERVED FOR FUTURE USE**

# AMERICAN AUTOMOBILE INSURANCE COMPANY MASSACHUSETTS PERSONAL VEHICLE MANUAL

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<u>TITLE</u>	<u>AIB FORM NO.</u>
Agreed Amount – Comprehensive	MPY-0034-S Ed. 04-08)
Antique Auto	M-0047-S (Ed. 04-08)
Coverage for Anyone Renting An Auto To You	M-0070-S (Ed. 04-08)
Coverage for Customized Vans and Pickups	MPY-0037-S (Ed. 04-08)
Excess Electronic Equipment Coverage	MPY-0041-S (Ed. 04-08)
\$100 Glass Deductible	MPY-0039-S (Ed. 04-08)
Guest Occupants Exclusion – Motorcycles	M-0002-S (Ed. 04-08)
Non-Renewal of Policy – Motorcycles, Recreational Vehicles and Trailers	M-0103-S (Ed. 04-08)
Operator Exclusion Form	M-0106-S (Ed. 04-08)
Original Equipment Manufacturer Parts Coverage	MPY-0040-S (Ed. 04-08)
Stated Amount Coverage	MPY-0027-S (Ed. 04-08)
Prestige Auto® Premier Coverage	102173 06-12 MA
Suspension of Coverage - Reduction of Limits	MPY-0032-S (Ed. 04-08)
Transportation of Fellow Employees, Students or Others	M-0004-S (Ed. 04-08)
Use of Other Autos - Vehicles Furnished or Available for Regular Use	M-0051-S (Ed. 04-08)
Use of Other Autos - Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052—S (Ed. 040-08)
Waiver of Deductible	MPY-0016-S (Ed. 04-08)

**American Automobile Insurance Company  
 Massachusetts Private Passenger Automobile Insurance  
 Miscellaneous Coverages & Vehicles**

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**Miscellaneous Coverages**

**Medical Payments**

Limit	<u>\$5,000</u>	<u>\$10,000</u>	<u>\$15,000</u>	<u>\$20,000</u>	<u>\$25,000</u>	<u>\$50,000</u>	<u>\$100,000</u>
Rate	\$17	\$23	\$31	\$32	\$36	\$41	\$50

**Substitute Transportation**

per day	\$15	\$30	\$45	\$100
maximum	<u>\$450</u>	<u>\$900</u>	<u>\$1,350</u>	<u>\$3,000</u>
Rate	\$14	\$62	\$151	\$310

**Towing & Labor**

per disablement	<u>\$50</u>	<u>\$100</u>
Rate	\$8	\$17

**Other Covg**

Excess Electronic Equipment	Original Equipment Manufacturers Parts
Rule 46 \$4 per \$100 valuation	Rule 48 Collision 1.05
Customizing Equipment	Limited Collision 1.05
Rule 46	Comprehensive 1.01

Rule 35 **Prestige Auto® Premier**

Annual Premium Per Policy	
Single Car Rate	\$132
Multi Car Rate	\$257

**Miscellaneous Vehicles**

**Pick-ups** Apply factor to manual base rate excluding senior citizen discount.

Rule 32	Liability	100%	Collision	55%
			Limited Collision	100%
			Comprehensive	85%

**Other Veh** see Manual Rule page RS-3

Trailers	Rule 34
Motor Homes	Rule 39
Antiques	Rule 40
Motorcycles	Rule 44



# AMERICAN AUTOMOBILE INSURANCE COMPANY MASSACHUSETTS PERSONAL VEHICLE MANUAL

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

## **RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B), refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

## **RULE 33. TOWING AND LABOR**

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

## **RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

## **RULE 35. PRESTIGE AUTO® PREMIER**

Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

- ValueLock® Protection Coverage
- Worldwide Liability and Extended Non Owned Auto Coverage
- Pet Coverage
- Carjacking Coverage
- Transportation Expenses / Coverage for Rental Cars
- Coverage for Vehicle Modifications for the Disabled
- Coverage for Trip Interruption and Emergency Living Expenses
- Vehicle Identity Theft / Fraudulent Title Coverage
- Coverage for Electronic Equipment
- Customized Equipment Coverage
- Auto Loan/Lease Coverage
- Original Equipment Manufacturer Parts Coverage
- Waiver of Deductible
- Replacement Auto Search Assistance
- Coverage for Permanently Installed Telephones
- Coverage for Audio Tapes, Compact Discs, and Other Media
- Towing and Emergency Road Service Labor Costs Coverage
- Coverage for Keys
- Coverage for Accidental Deployment of an Airbag

# AMERICAN AUTOMOBILE INSURANCE COMPANY MASSACHUSETTS PERSONAL VEHICLE MANUAL

Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

D. Other endorsements that should not be used if the Prestige Auto Premier endorsement is purchased:

- |  |                        |
|--|------------------------|
| 1. Agreed Amount – Comprehensive   | (MPY-0034-S Ed. 04-08) |
| 2. Coverage for Customized Vans and Pickups                                | (MPY-0037-S Ed. 04-08) |
| 3. Excess Electronic Equipment Coverage                                    | (MPY-0041-S Ed. 04-08) |
| 4. Original Equipment Manufacturer Parts Cov.                              | (MPY-0040-S Ed. 04-08) |
| 5. Stated Amount Coverage  | (MPY-0027-S Ed. 04-08) |
| 6. Use of Other Autos – Vehicles Furnished<br>Or Available for Regular Use | (MPY-0051-S Ed. 04-08) |
| 7. Waiver of Deductible  | (MPY-0016-S Ed. 04-08) |

**RULES 36- 38. RESERVED FOR FUTURE USE**

**American Automobile Insurance Company**



**Fireman's  
Insurance**

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**Prestige Auto<sup>®</sup> Premier - Coverage Endorsement (102173 06-12 MA)**

This endorsement changes your policy. Please read it carefully.

**ValueLock<sup>®</sup> COVERAGE SCHEDULE**

<b>Auto Description</b>	<b>ValueLock<sup>®</sup> Limit of Liability</b>
	\$
	\$
	\$
	\$
	\$
	\$

**DEFINITIONS**

**The following provision replaces Definition 5.C.:**

5.C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van, or similar vehicle to which you take title or lease as a permanent replacement for a described auto or as an additional auto. The broadest coverage of any of your autos shown on the Coverage Selections Page will apply to an additional auto if you ask us to insure it within 30 days after you take title or the effective date of the lease if:

1. The vehicle is in addition to any vehicle shown on the Coverage Selections Page; or
2. **You** want Collision and Comprehensive coverage.

If Collision or Comprehensive coverage do not apply to any auto shown on the Coverage Selections Page, you must ask us to insure it within 4 days after you take title; or the effective date of the lease. We will give these coverages with a deductible of \$500 to the additional auto.

Coverage begins from the date you take title or from the effective date of the lease of your auto. Coverage applies only if you ask us to insure the auto within the 4 days after **you** take title.

If a replacement or additional auto is a pick-up truck, van, or similar vehicle, it must not be used for the delivery or transporting of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

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Under Parts 1, 2, 3, 4, 5, and 6 the term “your auto” also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

**The following definition is new:**

11. A **Non-Owned Auto** - means:

1. Any private passenger auto, pickup, van, or **trailer** not owned by, furnished, or available for the regular use of you or any **household member** while in the custody of or being operated by you or any **household member**; or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your auto**. This applies only if **your auto** is out of normal use because of the following:
  - a. its breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

For Collision and Comprehensive coverage, a **non-owned auto** also includes a private passenger auto, pickup, van, or trailer you rent or lease for 90 days or less.

**EXTENDED NON-OWNED AUTO COVERAGE**

**COVERAGE FOR VEHICLES FURNISHED FOR YOUR REGULAR USE**

The following items are added to and replace any conflicting provisions or endorsements in your policy.

1. Under Part 1, Part 4, and Part 5:
  - a. Coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use;
  - b. Coverage is also given for you or any **household member** while you maintain or use any auto while employed or engaged in any business; trade; or occupation; other than farming or ranching. We will not pay if the auto is used in the business or occupation of you or a **household member** while employed. We will not pay if the auto is engaged in the business; trade; or occupation of selling, repairing, servicing, storing, or parking autos designed for use mainly on public highways. This includes road testing and delivery; **and**
  - c. Coverage is not given if the auto is owned by you or a **household member**.
2. Under Part 6, coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use. Coverage is not given if the auto is owned by you or a **household member**.
3. If someone covered under this endorsement is using an auto he or she does not own at the time of the accident, the owner’s auto insurance pays up to its limits before we pay.

**WORLDWIDE COVERAGE FOR OWNED, NON-OWNED, AND NEWLY ACQUIRED VEHICLES**

**WARNING**

In Mexico, and other countries, only liability coverage purchased from a local licensed insurance company will meet the auto insurance requirements of that country. If you fail to purchase any required insurance policy could result in fines or other penalties. Check with your rental car provider.

If you rent, borrow, or lease a **non-owned auto** outside of the United States of America, its territories or possessions, Puerto Rico, or Canada, your coverage under Part 1, Part 4, Part 5, Part 6, Part 7, Part 9, and Transportation Costs for loss of use will apply to the operation or use of that auto by you or any **household member**. These coverages also apply if you purchase an auto, or temporarily relocate an auto shown in the Schedule or Coverage Selections Page. In order for these coverages to apply, the following must occur:

1. An underlying policy of auto liability insurance is purchased or given to **you**, to the extent required by the country or jurisdiction in which the auto is being operated. We will pay only that part of a covered loss that exceeds the limit of liability of that underlying policy;
2. The rental, lease, or use of the **non-owned auto** is for a period of not more than 90 days; and
3. You notify us within 30 days after you purchase or relocate an auto.

#### **PET COVERAGE**

We will pay up to \$5,000 for reasonable veterinarian service charges to treat animals you own that are injured due to a **collision** while they are in **your auto** or a **non-owned auto**. This is the most we will pay for any one occurrence no matter how many animals are injured.

#### **CARJACKING COVERAGE**

We will pay, with no deductible, carjacking expenses incurred by you or a **household member**. These costs must be solely and directly as a result of a carjacking and:

1. The occurrence involves the unlawful forced removal or detention of you or a **household member** while you operate or occupy **your auto** or **non-owned auto** during the theft or attempted theft of the auto; and
2. The carjacking is reported promptly to the police or other law enforcement agency.

Carjacking expenses include the reasonable and needed costs for:

1. Medical or psychiatric costs incurred within one year of the carjacking for you or a **household member** who witnessed the carjacking; and
2. Income continuation benefits if not able to resume the duties of you or a **household member's** usual occupation during the first 60 days following a carjacking. This coverage is excess over any other valid and collectible benefits including:
  - A. disability insurance;
  - B. workers compensation;
  - C. unemployment compensation;
  - D. salary or wage continuation plans; or
  - E. other similar plans.
3. Funeral Costs up to \$10,000 per person.
4. The Collision or Comprehensive deductible that would normally apply for damage to **your auto** or **non-owned auto**. If as a result of a carjacking, the deductible will be waived.

## LIMIT OF LIABILITY

Our limit of liability as a result of any one carjacking occurrence shall be the lesser of:

1. The actual reasonable and needed carjacking expenses incurred; or
2. \$100,000.

This is the most we will pay in spite of the number of:

1. Insureds;
2. Policies that apply;
3. Autos shown in the schedule or on the Coverage Selections Page; or
4. Claims made.

No one will be entitled to receive double payments for the same elements of loss under this or any other coverage given by this policy.

## PART 7 – COLLISION AND PART 9 - COMPREHENSIVE

### MULTI-POLICY CONFORMITY OF COVERAGE

Coverage given by this endorsement that applies to Part 7 and Part 9, applies to all private passenger autos owned by you that we insure. These autos are shown in the schedule or on the Coverage Selections Page on this or any other policy.

### NEWLY ACQUIRED TRAILER OR CAMPER BODY

The broadest coverage of any of **your autos** shown on the Coverage Selections Page will apply to a trailer or camper body you take title to during the policy period. You must ask us to insure it within 30 days after you become the owner.

### LOSS TO MORE THAN ONE OF YOUR AUTOS

We will pay for direct and accidental loss to **your auto** or any **non-owned auto, which** includes their equipment, minus any deductible that applies and is shown on the Coverage Selections Page. If loss to more than one of **your autos** or **non-owned autos** results from the same **collision** or other than **collision**, only one deductible, the lowest deductible that applies, will be used. We will pay for loss to **your auto** caused by:

1. Other than **collision** only if the Coverage Selections Page shows that Comprehensive Coverage applies for that auto; or
2. **Collision** only if the Coverage Selections Page shows that Collision Coverage applies for that auto.

If there is a loss to a **non-owned auto** we will provide the broadest coverage that applies to any **your auto** shown on the Coverage Selections Page.

### ValueLock® COVERAGE

The following items replace any provisions in conflict in Parts 7 and 9 of the policy:

## LIMIT OF LIABILITY

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- A. If there is a total loss to **your auto** shown in the Schedule or on the Coverage Selections Page, we will pay, with no deductible:
1. The ValueLock<sup>®</sup> amount, which includes any sales tax, title and registration fees that apply; or
  2. The actual cash value, plus any applicable sales tax, title, and registration fees at the time of the loss. The actual cash value must be greater than the ValueLock<sup>®</sup> amount.
- You agree we may change the ValueLock<sup>®</sup> amount shown in the Schedule or on the Coverage Selections Page at each annual renewal. This will be changed to reflect the current value of your auto.
- B. Except as set forth in C. below, if there is a loss to part of the property, or a total loss to **your auto** not shown in the schedule or on the Coverage Selections Page, or a **non-owned auto**, or a **trailer**, our limit of liability will be the lesser of:
1. The actual cash value of the stolen or damaged property; or
  2. The amount needed to repair or replace the property with other property of like kind and quality. The most we will pay for loss to any **non-owned auto** which is a **trailer** is \$2,500.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

- C. If there is a loss to part of the property and the repair or replacement results in better than like kind or quality, we will waive the amount of betterment.
- D. A loss will be considered a total loss when:
1. The entire auto is stolen; not recovered; and we offer to settle the loss; or
  2. The salvage value of the auto, determined by us, plus the amount for labor and parts of like kind and quality needed to repair the auto, is equal to or greater than the actual cash value of the stolen or damaged auto; or
  3. In our opinion the auto should be deemed to be a total loss.

The amount to be paid for a total loss will be reduced by the cost to repair or replace any previous damage to that auto. The amount will be reduced only if the previous damage had not been repaired or replaced.

#### **TRANSPORTATION EXPENSES/COVERAGE FOR RENTAL CARS (Collision and Comprehensive Losses)**

Part 10 of your policy is deleted and replaced by the following:

#### **TRANSPORTATION EXPENSES**

In addition, we will pay, with no deductible:

1. Expenses incurred by you, up to a maximum of \$10,000 for temporary comparable transportation in the event of a loss to **your auto**. We will pay for such expenses if the loss is caused by:
  - a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
  - b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.
2. Expenses for which you are legally responsible for a loss to a **non-owned auto**. We will pay for such expenses if the loss is caused by:

- a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for any **your auto**;  
or
- b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for any **your auto**.

We will pay only reasonable expenses incurred from the time when either:

- a. The police are notified of a total theft of **your auto** or **non-owned auto**; or
- b. The auto is withdrawn from use due to any other covered loss;

until your auto or non-owned auto is returned to use, or we pay for the loss.

Our payment will be limited to that period of time, within reason, required to repair or replace **your auto**, or the **non-owned auto**.

Reasonable time is defined as seven (7) days after our offer of settlement is made. If you do not agree with our offer of settlement, we must receive written notice from you within that seven (7) day period.

### **ADDITIONAL COVERAGES FOR PARTS 7 AND 9 – COLLISION AND COMPREHENSIVE**

The following items are added to and replace any provision in conflict in **Parts 7 and 9**. Coverage applies to loss caused by:

- 1. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
- 2. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.

### **VEHICLE MODIFICATION FOR THE DISABLED**

#### **OUR AGREEMENT**

If you or a **household member** becomes permanently disabled as a result of an auto accident during the policy period, we will pay up to \$10,000 for reasonable and needed changes to one of your autos shown on the Coverage Selections Page. We will also pay up to \$10,000 for reasonable and needed changes to an auto you take title to in order to accommodate your disability. This coverage shall be excess over any other collectible source of recovery.

### **TRIP INTERRUPTION AND EMERGENCY LIVING EXPENSES (Including Mechanical Breakdown)**

#### **OUR AGREEMENT**

We will pay with no deductible, up to a maximum limit of \$1,000 for reasonable temporary living expenses or comparable transportation expenses incurred by you as a result of a loss to **your auto** or **non-owned auto** caused by:

- 1. Mechanical or electrical breakdown; or
- 2. Direct and accidental loss caused by **collision** or other than **collision**.

This coverage applies only if:

- 1. The loss to, or mechanical or electrical breakdown of **your auto** occurs away from the customary garaging location and any intended stop of a prearranged itinerary; and
- 2. The auto is withdrawn from use for at least 24 hours.



#### LIMIT OF LIABILITY

1. Our payment for Trip Interruption Coverage and Emergency Living Expenses will be limited for that period of time, within reason, required to:
  - A. Resume travel under a prearranged itinerary; or
  - B. Return home.
2. No one will be entitled to receive double payments for the same elements of loss under this coverage and Parts 7 and 9 of this policy.

#### OTHER SOURCES OF RECOVERY

Any insurance we provide for Trip Interruption Coverage and Emergency Living Expenses shall be excess over any other collectible source of recovery including but not limited to:

1. Any coverage given by:
  - A. Auto warranties;
  - B. Auto clubs;
  - C. Mechanical breakdown or similar plans; or
2. Any other source of recovery that applies to the loss.

#### VEHICLE IDENTITY THEFT/FRAUDULENT TITLE COVERAGE

We will pay, with no deductible, for costs within reason and necessarily incurred by an **insured** to establish ownership as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others. We will also pay for the loss of the auto if the title of **your auto** is shown to be fraudulent; and you did not know it was fraudulent; and the auto is confiscated by a public authority. This includes reasonable attorney fees with prior notice and approval by us.

#### LIMIT OF LIABILITY

Our limit of liability as a result of any one occurrence shall be the lesser of:

1. The cost to establish ownership and clear the title; or
2. The ValueLock<sup>®</sup> amount, which includes any sales tax, title and registration fees that applies; or
3. The actual cash value, plus any sales tax, title, and registration fees that applies at the time of the loss. The actual cash value must be greater than the ValueLock<sup>®</sup> amount.

#### COVERAGE FOR ELECTRONIC EQUIPMENT

#### OUR AGREEMENT

We will pay for loss to any electronic equipment, including accessories used with such equipment, that is permanently installed and was included as standard or optional equipment by the auto manufacturer.

## CUSTOMIZING EQUIPMENT COVERAGE

### OUR AGREEMENT

We will pay for loss to any custom furnishings, or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

1. Special carpeting;
2. Furniture or bars;
3. Height-extending roofs; **and**
4. Custom murals; paintings; or other decals or graphics.

## AUTO LOAN/LEASE COVERAGE

### OUR AGREEMENT

If there is a total loss to **your auto**, we will pay any unpaid amount due on the lease or loan for **your auto** up to the cost of **your auto** less:

1. The amount paid under Parts 7 and 9 of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the loss;
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
  - c. Security deposits not refunded by a lessor;
  - d. Costs for extended warranties; Credit Life insurance; Health; Accident; or Disability insurance purchased with the loan or lease;
  - e. Any amount payable under similar loan or lease terms or coverage given by the auto manufacturer, leasing company or financial institution; or
  - f. Costs incurred for prior leases or loans for autos other than your auto. These are also known as carryover loan balances.

## COVERAGE FOR PERSONAL PROPERTY

### OUR AGREEMENT

We will pay, with no deductible, for direct and accidental loss to personal property not otherwise excluded by this policy. This coverage applies only if the covered personal property is:

1. Owned or used by you or any **household member**; and
2. In **your auto** at the time of the loss; and
3. The loss was not caused by theft unless the entire auto was stolen.

## EXCLUSIONS

We do not cover:

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1. Articles separately described and specifically insured elsewhere in this policy or any other insurance policy;
2. Watercraft, including their trailers, furnishings, equipment and outboard motors; or
3. Any motorized vehicle.

#### LIMIT OF LIABILITY

Our limit of liability for the total of all losses to personal property as a result of any one occurrence shall be the lesser of:

1. \$1,000; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

#### **ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS**

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#### OUR AGREEMENT

We will pay for replacement parts, other than window glass, made by the original manufacturer used to repair any covered loss to **your auto** unless such parts are no longer being made. Replacement parts may be used or remanufactured if such parts are available. If the vehicle has 20,000 or fewer miles, new original equipment manufacturer replacement parts will be used.

#### **WAIVER OF DEDUCTIBLE**

#### OUR AGREEMENT

When there is a loss to **your auto** insured for Collision Coverage, no deductible will apply if, at the time repairs are complete, we have been able to determine that:

1. The loss was caused by a **collision** with another auto;
2. The owner or operator of the other auto has been identified and is legally responsible; and
3. The other auto is covered under a liability bond or policy that applies to the loss.

#### **REPLACEMENT AUTO SEARCH ASSISTANCE**

In the event of a total loss to **your auto**, we will assist you in locating a new or used replacement auto through our vehicle locator service. This service is available at no cost upon your request.

#### **COVERAGE FOR PERMANENTLY INSTALLED TELEPHONES**

#### OUR AGREEMENT

We will pay, with no deductible, for direct and accidental loss to a permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone if they are:

1. Your property; and
2. In **your auto** at the time of the loss.

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#### LIMIT OF LIABILITY

Our limit of liability as a result of any one occurrence shall be the amount needed to repair or replace the property with other property of like kind and quality.

#### COVERAGE FOR AUDIO TAPES, COMPACT DISCS AND OTHER MEDIA

##### OUR AGREEMENT

We will pay, with no deductible, for direct and accidental loss to tapes; records; discs; or other media if they are:

1. Your property;
2. In **your auto** at the time of the loss; and
3. Used with any device or instrument designed for the recording and/or reproduction of sound and are:
  - a. Permanently installed in the auto; or
  - b. Removable from a housing unit that is permanently installed in the auto and is designed to be solely operated by use of the power from the electrical system of the auto.

#### LIMIT OF LIABILITY

Our limit of liability for the total of all losses to tapes, records, discs, or other media, as a result of any one occurrence shall be the lesser of:

1. \$200; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

#### TOWING AND EMERGENCY ROAD SERVICE LABOR COSTS COVERAGE

We will pay, with no deductible, the cost to tow your auto to the repair facility of your choice within 50 miles of where your auto became disabled. If the nearest facility approved by the manufacturer to repair your auto is farther, we will pay the cost to transport it there. We will only pay for emergency road service labor costs performed at the place where the auto became disabled. We will pay for these costs each time **your auto** or any **non-owned** auto is disabled.

#### COVERAGE FOR KEYS

##### OUR AGREEMENT

We will pay, with no deductible, for loss of keys to **your auto** or **non-owned auto** which include:

1. The cost to copy or replace lost or stolen keys;
2. The labor costs to retrieve keys accidentally locked in the auto; or
3. The cost to re-key the auto locks when the keys are lost or stolen; and the auto is stolen and then recovered.

#### COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG

##### OUR AGREEMENT

We will pay, with no deductible, the cost to repair or replace an airbag passive restraint system for **your auto** that accidentally deploys. We will pay only when the accidental deployment is not caused by a **collision** or other than **collision** loss.

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55 Pre-Insurance Inspection Program.....	33
56 Merit Rating Plan.....	34
57 Reserved for Future Use.....	38
58 Registry of Motor Vehicles Procedures .....	38

**ADDITIONAL ITEMS**

Private Passenger Endorsement Index.....	B-1
Private Passenger Forms .....	B-2
Personal Auto Forms Index .....	B-3

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

**RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B), refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

**RULE 33. TOWING AND LABOR**

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

**RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

**RULE 35. PRESTIGE AUTO® PREMIER**

Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

- ValueLock® Protection Coverage
- Worldwide Liability and Extended Non Owned Auto Coverage
- Pet Coverage
- Carjacking Coverage
- Transportation Expenses / Coverage for Rental Cars
- Coverage for Vehicle Modifications for the Disabled
- Coverage for Trip Interruption and Emergency Living Expenses
- Vehicle Identity Theft / Fraudulent Title Coverage
- Coverage for Electronic Equipment
- Customized Equipment Coverage
- Auto Loan/Lease Coverage
- Original Equipment Manufacturer Parts Coverage
- Waiver of Deductible
- Replacement Auto Search Assistance
- Coverage for Permanently Installed Telephones
- Coverage for Audio Tapes, Compact Discs, and Other Media
- Towing and Emergency Road Service Labor Costs Coverage
- Coverage for Keys
- Coverage for Accidental Deployment of an Airbag

Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

D. Other endorsements that should not be used if the Prestige Auto Premier endorsement is purchased:

1. Agreed Amount – Comprehensive (MPY-0034-S Ed. 04-08)
2. Coverage for Customized Vans and Pickups (MPY-0037-S Ed. 04-08)
3. Excess Electronic Equipment Coverage (MPY-0041-S Ed. 04-08)
4. Original Equipment Manufacturer Parts Cov. (MPY-0040-S Ed. 04-08)
5. Stated Amount Coverage (MPY-0027-S Ed. 04-08)
6. Use of Other Autos – Vehicles Furnished (MPY-0051-S Ed. 04-08)  
Or Available for Regular Use
7. Waiver of Deductible (MPY-0016-S Ed. 04-08)

**RULES 36- 38. RESERVED FOR FUTURE USE**



**AMERICAN AUTOMOBILE INSURANCE COMPANY,  
MASSACHUSETTS PERSONAL VEHICLE MANUAL**

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**PRIVATE PASSENGER ENDORSEMENTS  
ALPHABETICAL INDEX**

<b><u>TITLE</u></b>	<b><u>AIB FORM NO.</u></b>
Agreed Amount – Comprehensive	MPY-0034-S Ed. 04-08)
Antique Auto	M-0047-S (Ed. 04-08)
Coverage for Anyone Renting An Auto To You	M-0070-S (Ed. 04-08)
Coverage for Customized Vans and Pickups	MPY-0037-S (Ed. 04-08)
Excess Electronic Equipment Coverage	MPY-0041-S (Ed. 04-08)
\$100 Glass Deductible	MPY-0039-S (Ed. 04-08)
Guest Occupants Exclusion – Motorcycles	M-0002-S (Ed. 04-08)
Non-Renewal of Policy – Motorcycles, Recreational Vehicles and Trailers	M-0103-S (Ed. 04-08)
Operator Exclusion Form	M-0106-S (Ed. 04-08)
Original Equipment Manufacturer Parts Coverage	MPY-0040-S (Ed. 04-08)
Stated Amount Coverage	MPY-0027-S (Ed. 04-08)
<u>Prestige Auto® Premier Coverage</u>	<u>102173 06-12 MA</u>
Suspension of Coverage - Reduction of Limits	MPY-0032-S (Ed. 04-08)
Transportation of Fellow Employees, Students or Others	M-0004-S (Ed. 04-08)
Use of Other Autos - Vehicles Furnished or Available for Regular Use	M-0051-S (Ed. 04-08)
Use of Other Autos - Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052—S (Ed. 040-08)
Waiver of Deductible	MPY-0016-S (Ed. 04-08)

Rule No.	Page
32 Pick-Ups, Vans, and Similar Type Vehicles .....	18
33 Towing and Labor .....	19
34 Trailers Designed for Use With Private Passenger Motor Vehicles.....	19
<del>35 Prestige Auto® Premier .....</del>	<del>19 - 20</del>
<del>36-38 Reserved for Future Use .....</del>	<del>20</del>

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### SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES

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39 Motor Homes/Camper Bodies .....	20
40 Antique Motor Cars and Motorcycles .....	20
41 Stated Amount Coverage.....	21
42-43 Reserved for Future Use .....	21
44 Motorcycles, Motorscooters, Mopeds and Similar Motor Vehicles .....	21
45 Agreed Amount Coverage - Comprehensive .....	22
46 Excess Electronic Equipment Coverage .....	23
47 Customized Vans and Pickups .....	23
48 Original Equipment Manufacturer Parts Coverage .....	23

### SECTION IV - NON-OWNED AUTOMOBILES

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49 Named Non-Owner Policy .....	25
50 Use of Other Automobiles.....	25
51-53 Reserved for Future Use .....	26

### SECTION V - SUPPLEMENTAL INFORMATION

Rule No.	Page
54 Anti-Theft Device Standards and Discounts.....	27
55 Pre-Insurance Inspection Program.....	33
56 Merit Rating Plan.....	34
57 Reserved for Future Use.....	38
58 Registry of Motor Vehicles Procedures .....	38

### ADDITIONAL ITEMS

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Private Passenger Forms .....	B-2
Personal Auto Forms Index .....	B-3

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To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

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The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

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This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

**RULE 35. PRESTIGE AUTO® PREMIER**

Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

- ValueLock® Protection Coverage
- Worldwide Liability and Extended Non Owned Auto Coverage
- Pet Coverage
- Carjacking Coverage
- Transportation Expenses / Coverage for Rental Cars
- Coverage for Vehicle Modifications for the Disabled
- Coverage for Trip Interruption and Emergency Living Expenses
- Vehicle Identity Theft / Fraudulent Title Coverage
- Coverage for Electronic Equipment
- Customized Equipment Coverage
- Auto Loan/Lease Coverage
- Original Equipment Manufacturer Parts Coverage
- Waiver of Deductible
- Replacement Auto Search Assistance
- Coverage for Permanently Installed Telephones
- Coverage for Audio Tapes, Compact Discs, and Other Media
- Towing and Emergency Road Service Labor Costs Coverage
- Coverage for Keys
- Coverage for Accidental Deployment of an Airbag

Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

D. Other endorsements that should not be used if the Prestige Auto Premier endorsement is purchased:

- |  |                               |
|--|-------------------------------|
| <u>1. Agreed Amount – Comprehensive</u>  | <u>(MPY-0034-S Ed. 04-08)</u> |
| <u>2. Coverage for Customized Vans and Pickups</u>                                 | <u>(MPY-0037-S Ed. 04-08)</u> |
| <u>3. Excess Electronic Equipment Coverage</u>                                     | <u>(MPY-0041-S Ed. 04-08)</u> |
| <u>4. Original Equipment Manufacturer Parts Cov.</u>                               | <u>(MPY-0040-S Ed. 04-08)</u> |
| <u>5. Stated Amount Coverage</u>   | <u>(MPY-0027-S Ed. 04-08)</u> |
| <u>6. Use of Other Autos – Vehicles Furnished<br/>Or Available for Regular Use</u> | <u>(MPY-0051-S Ed. 04-08)</u> |
| <u>7. Waiver of Deductible</u>   | <u>(MPY-0016-S Ed. 04-08)</u> |

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**AMERICAN AUTOMOBILE INSURANCE COMPANY,  
MASSACHUSETTS PERSONAL VEHICLE MANUAL**

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A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

D. Other endorsements that should not be used if the Prestige Auto Premier endorsement is purchased:

- |  |                               |
|--|-------------------------------|
| <u>1. Agreed Amount – Comprehensive</u>  | <u>(MPY-0034-S Ed. 04-08)</u> |
| <u>2. Coverage for Customized Vans and Pickups</u>                                 | <u>(MPY-0037-S Ed. 04-08)</u> |
| <u>3. Excess Electronic Equipment Coverage</u>                                     | <u>(MPY-0041-S Ed. 04-08)</u> |
| <u>4. Original Equipment Manufacturer Parts Cov.</u>                               | <u>(MPY-0040-S Ed. 04-08)</u> |
| <u>5. Stated Amount Coverage</u>   | <u>(MPY-0027-S Ed. 04-08)</u> |
| <u>6. Use of Other Autos – Vehicles Furnished<br/>Or Available for Regular Use</u> | <u>(MPY-0051-S Ed. 04-08)</u> |
| <u>7. Waiver of Deductible</u>   | <u>(MPY-0016-S Ed. 04-08)</u> |

**RULES 36- 38. RESERVED FOR FUTURE USE**

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**American Automobile Insurance Company  
 Massachusetts Private Passenger Automobile Insurance  
 Miscellaneous Coverages & Vehicles**

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**Miscellaneous Coverages**

**Medical Payments**

Limit	<u>\$5,000</u>	<u>\$10,000</u>	<u>\$15,000</u>	<u>\$20,000</u>	<u>\$25,000</u>	<u>\$50,000</u>	<u>\$100,000</u>
Rate	\$17	\$23	\$31	\$32	\$36	\$41	\$50

**Substitute Transportation**

per day	\$15	\$30	\$45	\$100
maximum	<u>\$450</u>	<u>\$900</u>	<u>\$1,350</u>	<u>\$3,000</u>
Rate	\$14	\$62	\$151	\$310

**Towing & Labor**

per disablement	<u>\$50</u>	<u>\$100</u>
Rate	\$8	\$17

**Other Covg**

Excess Electronic Equipment	Original Equipment Manufacturers Parts
Rule 46 \$4 per \$100 valuation	Rule 48 Collision 1.05
Customizing Equipment	Limited Collision 1.05
Rule 46	Comprehensive 1.01

**Rule 35 Prestige Auto® Premier**

Annual Premium Per Policy

<u>Single Car Rate</u>	<u>\$132</u>
<u>Multi Car Rate</u>	<u>\$257</u>

**Miscellaneous Vehicles**

**Pick-ups** Apply factor to manual base rate excluding senior citizen discount.

Rule 32	Liability	100%	Collision	55%
			Limited Collision	100%
			Comprehensive	85%

**Other Veh** see Manual Rule page RS-3

Trailers	Rule 34
Motor Homes	Rule 39
Antiques	Rule 40
Motorcycles	Rule 44



**AMERICAN AUTOMOBILE INSURANCE COMPANY  
RULE / RATE / FORM FILING  
EXPLANATORY MEMORANDUM  
PRIVATE PASSENGER AUTOMOBILE - MASSACHUSETTS**

American Automobile Insurance Company proposes to make the changes outlined below to our Private Passenger Automobile program in Massachusetts, effective 08/01/2012 for new business and 9/30/2012 for renewal business.

The Prestige Auto® Premier -- Coverage Endorsement is being introduced as an optional coverage in Rule 35. There is no impact due to this change, as it is an optional coverage which will be available for new and renewal customers from the effective date of this filing forward.

Please refer to page 19 in the attached rule manual and page R-9 in the attached rate pages for further details.

The overall premium effect of this proposal is 0.0%.

**Massachusetts Personal Vehicle Manual**

**Rule 35 Optional Coverages. Prestige Auto Endorsement.** We are introducing an Optional endorsement which offers a package of coverages. Please refer to page 19 for complete list of coverages.

**MASSACHUSETTS DIVISION OF INSURANCE  
RATE FILING ABSTRACT**

Page 1 of 2

**NOTE: This abstract is a summary of the submitted Rate Type filing. It is not a substitute for any Rate Type filing materials required by M.G.L. 174A, §6, M.G.L. 175A, §6, or Bulletin 2008-08, nor for any Supplementary Rating Information or Supporting Information as defined within Bulletin SRB 90-05. Exhibit citations alone are insufficient to answer any question.**

**INSTRUCTIONS: Please complete one abstract per Filing Company for all Rate Type filings EXCEPT those requiring the Loss Costs Adoption Form or the Rate Deviation Abstract. If requested data differs by category, separate abstracts or combined figures are required.**

**American Automobile Insurance Company 0761-21849**

Please enter the corporate name and nine-digit NAIC number of the Filing Company (e.g. 0000-00000).

**Private Passenger Auto**

Please enter the program name as filed.

Sub-type of Insurance: **19.0001 Private Passenger Auto**

Latest Year Massachusetts Direct Written Premium: **6,147,012**

\*\*\*\*\*

**Please complete items 1 through 8 as applicable to this filing.**

**1. OVERALL RATE LEVEL CHANGE:**

Formula Indicated N/A % Proposed/Selected 0 %

If the Proposed/Selected is different from the Formula Indicated, please explain why.

As there is no impact to existing policyholders' premiums we have not calculated an indicated rate change. The prior filed indication was +20.3%

**2. PROGRAM RATE LEVEL HISTORY: Please provide data starting with the most recent revision.**

Date (MM/DD/YY)	% Change
5/1/2012	0 %
2/1/2011	0 %
12/1/2009	7.0 %
9/1/2009	5.8 %
4/1/2008	-2.5 %

**3. NUMBER OF EXPERIENCE YEARS ANALYZED:** N/A

**4. CREDIBILITY STANDARDS AND METHODS: Please complete all that apply.**

Most recent year's experience: \_\_\_\_\_% Massachusetts versus countrywide experience: \_\_\_\_\_%

Other credibility standards/methods used:

[Empty box for other credibility standards/methods used]

**5. Have premium exposures have been trended?** N/A

**6. Have historical premiums been adjusted to reflect past rate changes? If "Yes," please explain.**

N/A

**MASSACHUSETTS DIVISION OF INSURANCE  
RATE FILING ABSTRACT**

Page 2 of 2

7. **LOSS TRENDING:** Please provide data starting with the most recent experience year.

Year	Factor Derived
_____	_____
_____	_____
_____	_____

Method and annual rate of change: \_\_\_\_\_

8. **LOSS DEVELOPMENT:** Please provide data starting with the most recent experience year.

Year	Maturity	Factor-Ultimate
_____	_____	_____
_____	_____	_____
_____	_____	_____

Based on Massachusetts data, countrywide data, or both? \_\_\_\_\_

**Items 9 through 13 are required for all Rate Type filings.**

Is the following based on Massachusetts data, countrywide data, or both? \_\_\_\_\_ N/A

9. **UNDERWRITING PROFIT:**

	<i>Provision</i>	<i>Flat or Variable?</i>
	_____ %	_____

10. **EXPENSES:** Please include a three-year expense exhibit.

	<i>Provision</i>	<i>Flat or Variable?</i>
General Expense	_____ %	_____
Commissions/Brokerage	_____ %	_____
Other Acquisition	_____ %	_____
Taxes, Licenses, Fees	_____ %	_____
Other Expenses	_____ %	_____

11. **LOSS ADJUSTMENT EXPENSE FACTORS:** Allocated \_\_\_\_\_ % Unallocated \_\_\_\_\_ %

12. **UNTRENDED EXPECTED LOSS RATIO:** \_\_\_\_\_ %

13. **If investment income is reflected in the filing, please indicate the method/model used.**

\_\_\_\_\_

14. **Please briefly describe any changes in coverage since the last Rate Level Change.**

No changes since the last filing.

\*\*\*\*\*

Linda A. Shepherd \_\_\_\_\_ Date 3/16/2012

Signature of Officer in Charge

LINDA A. Shepherd FCAS, VP, ACTUARIAL SERVICES

Name and Title of Officer in Charge

Russel Oslund, FCAS / Assistant Actuary

Name and Title of Person Completing This Abstract

**Personal Auto, Comprehensive and Collision Only**

**Nationwide\***

**data as of 6/30/11**

		4Q ending 6/30/09	4Q ending 6/30/10	4Q ending 6/30/11	3 Year Sum or Avg
(1) <b>Comprehensive</b>	Prestige Policies Base Coverage Premium	31,929,652	32,539,202	29,794,597	94,263,452
(2) <b>and</b>	Prestige Premier Endorsement Premium	3,999,051	4,088,593	3,612,261	11,699,905
(3) <b>Collision</b>	Total Prestige Policies Premium	35,928,703	36,627,795	33,406,858	105,963,356
(4) <b>Premium</b>	Standard Policies Premium	14,592,031	12,614,592	10,168,257	37,374,880
(5)	Total Coll & Comp Premium	50,520,734	49,242,387	43,575,115	143,338,236
(6) <b>Ultimate Loss</b>	Prestige Policies	21,288,232	20,661,710	17,702,587	59,652,529
(7)	Standard Policies	5,683,784	4,786,662	3,695,947	14,166,393
(8) <b>Loss Ratio</b>	Prestige Policies	59%	56%	53%	56%
(9)	Standard Policies	39%	38%	36%	38%
(10)	<b>Total</b>	<b>53%</b>	<b>52%</b>	<b>49%</b>	<b>51%</b>

**Policies with Prestige Endorsement**

(11) <b>Expected Base Coverage Loss Ratio</b>		39%	38%	36%	38%
(12) <b>Expected Base Coverage Loss</b>		12,437,011	12,347,142	10,829,708	35,729,160
(13) <b>Expected Loss Attributable to Endorsement</b>		8,851,221	8,314,568	6,872,879	23,923,368
(14) <b>Expected Endorsement Loss Ratio</b>		221%	203%	190%	204%
(15) <b>Target</b>	Physical Damage Target Loss Ratio				53%
(16) <b>Prestige Endorsement Indication</b>					<b>284.8%</b>

**Notes:**

\* Excludes data from AZ, CO, CT, IL, KS, MD, MO, OH, OR, TN, TX because these states are rated on a separate platform, making them inconsistent with this analysis.

- (1) Total Comp and Coll premium for policies with Prestige Premier endorsement (excluding Prestige Premier endorsement premium)
- (2) Premium derived from the Prestige Premier endorsement
- (3) = (1) + (2)
- (4) Total Comp and Coll premium for policies without Prestige Premier endorsement
- (5) = (3) + (4)
- (8) = (6) / (3)
- (9) = (7) / (4)
- (10) = [ (6) + (7) ] / (5)
- (11) = (9)
- (12) = (1) x (11)
- (13) = (6) - (12)
- (14) = (13) / (2)
- (16) = Total(14) / (15) - 1



All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

**RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B), refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

**RULE 33. TOWING AND LABOR**

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

**RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

**RULE 35. PRESTIGE AUTO® PREMIER**

Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

- ValueLock® Protection Coverage
- Worldwide Liability and Extended Non Owned Auto Coverage
- Pet Coverage
- Carjacking Coverage
- Transportation Expenses / Coverage for Rental Cars
- Coverage for Vehicle Modifications for the Disabled
- Coverage for Trip Interruption and Emergency Living Expenses
- Vehicle Identity Theft / Fraudulent Title Coverage
- Coverage for Electronic Equipment
- Customized Equipment Coverage
- Auto Loan/Lease Coverage
- Full Window Glass Coverage
- Original Equipment Manufacturer Parts Coverage
- Waiver of Deductible
- Replacement Auto Search Assistance
- Coverage for Permanently Installed Telephones
- Coverage for Audio Tapes, Compact Discs, and Other Media
- Towing and Emergency Road Service Labor Costs Coverage
- Coverage for Keys
- Coverage for Accidental Deployment of an Airbag



Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

D. Other endorsements that should not be used if the Prestige Auto Premier endorsement is purchased:

- |  |                        |
|--|------------------------|
| 1. Agreed Amount – Comprehensive   | (MPY-0034-S Ed. 04-08) |
| 2. Coverage for Customized Vans and Pickups                                | (MPY-0037-S Ed. 04-08) |
| 3. Excess Electronic Equipment Coverage                                    | (MPY-0041-S Ed. 04-08) |
| 4. \$100 Glass Deductible  | (MPY-0039-S Ed. 04-08) |
| 5. Original Equipment Manufacturer Parts Cov.                              | (MPY-0040-S Ed. 04-08) |
| 6. Stated Amount Coverage  | (MPY-0027-S Ed. 04-08) |
| 7. Use of Other Autos – Vehicles Furnished<br>Or Available for Regular Use | (MPY-0051-S Ed. 04-08) |
| 8. Waiver of Deductible  | (MPY-0016-S Ed. 04-08) |

**RULES 36- 38. RESERVED FOR FUTURE USE**

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

### **RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B), refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

### **RULE 33. TOWING AND LABOR**

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

### **RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

### **RULE 35. PRESTIGE AUTO® PREMIER**

Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

- [ValueLock® Protection Coverage](#)
- [Worldwide Liability and Extended Non Owned Auto Coverage](#)
- [Pet Coverage](#)
- [Carjacking Coverage](#)
- [Transportation Expenses / Coverage for Rental Cars](#)
- [Coverage for Vehicle Modifications for the Disabled](#)
- [Coverage for Trip Interruption and Emergency Living Expenses](#)
- [Vehicle Identity Theft / Fraudulent Title Coverage](#)
- [Coverage for Electronic Equipment](#)
- [Customized Equipment Coverage](#)
- [Auto Loan/Lease Coverage](#)
- [Full Window Glass Coverage](#)
- [Original Equipment Manufacturer Parts Coverage](#)
- [Waiver of Deductible](#)
- [Replacement Auto Search Assistance](#)
- [Coverage for Permanently Installed Telephones](#)
- [Coverage for Audio Tapes, Compact Discs, and Other Media](#)
- [Towing and Emergency Road Service Labor Costs Coverage](#)
- [Coverage for Keys](#)
- [Coverage for Accidental Deployment of an Airbag](#)

Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

D. Other endorsements that should not be used if the Prestige Auto Premier endorsement is purchased:

- |  |                               |
|--|-------------------------------|
| <u>1. Agreed Amount – Comprehensive</u>  | <u>(MPY-0034-S Ed. 04-08)</u> |
| <u>2. Coverage for Customized Vans and Pickups</u>                                 | <u>(MPY-0037-S Ed. 04-08)</u> |
| <u>3. Excess Electronic Equipment Coverage</u>                                     | <u>(MPY-0041-S Ed. 04-08)</u> |
| <u>4. \$100 Glass Deductible</u>   | <u>(MPY-0039-S Ed. 04-08)</u> |
| <u>5. Original Equipment Manufacturer Parts Cov.</u>                               | <u>(MPY-0040-S Ed. 04-08)</u> |
| <u>6. Stated Amount Coverage</u>   | <u>(MPY-0027-S Ed. 04-08)</u> |
| <u>7. Use of Other Autos – Vehicles Furnished<br/>Or Available for Regular Use</u> | <u>(MPY-0051-S Ed. 04-08)</u> |
| <u>8. Waiver of Deductible</u>   | <u>(MPY-0016-S Ed. 04-08)</u> |

**RULES 36- 38. RESERVED FOR FUTURE USE**

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**FIREMAN'S FUND INSURANCE COMPANY**  
**RATE/RULE/FORM FILING**  
**Private Passenger Auto – Massachusetts**  
**07/13/2012**

Objection 1

The endorsement should have “page X of Y” numbering throughout.

The pages of the Prestige Auto Endorsement have been numbered accordingly.

Objection 2

Carjacking coverage – Limit of Liability – bullet number 3. The phrase “The number of” autos at the beginning of this bullet point is redundant and should be removed.

The phrase “The number of” has been removed from the above mentioned bullet point within the Prestige Auto Endorsement on Page 4 of 10.

Objection 3

Loss to More than One of your Autos: it is unclear what coverage is being added here. The statement “If loss to more than one of your autos or non-owned autos results from the same collision or other than collision, only the lowest deductible that applies will be used.” Seems to imply the same coverage offered by the standard policy form if all vehicles had the same deductible. If the intent is to apply a deductible to each vehicle, but for value, the statement should be clear about that. On the other hand, if the intent is to apply only one deductible, and the lowest one at that, the statement should be clear about that too.

The “Loss to More than One of your Autos” section has been clarified to reflect the application of only one deductible, the lowest, in the event of a loss to more than one of the policyholder’s autos or non-owned autos resulting from the same collision or other than collision. This can be found on Page 4 of 10.

Objection 4

Please provide a complete description of ValueLock®.

The ValueLock coverage is very similar to and replaces the Agreed Amount endorsement. The greater of the ValueLock amount or the actual cash value (plus any applicable sales tax, title, or registration fees), at the time of a total loss is paid when the Prestige Auto endorsement is purchased. This amount can be changed at each annual renewal to reflect the current value of the auto and even increased by the policyholder for an additional premium if they feel the value of the car is higher than estimated due to special care or equipment.

Objection 5

Coverage for Electronic Equipment. It is not clear what coverage is being added here. Please restate this provision using an approach similar to that used for Customizing Equipment Coverage (which is also excluded in the standard policy) to clearly state what coverage is being provided, including any applicable limits.

Language within the Coverage for Electronic Equipment has been revised for clarity.

Objection 6

Full Coverage Window Glass. Full coverage window glass with no deductible is already provided under Part 9 in the basic policy so it is inappropriate to state it here as an “additional” coverage. It is difficult to imagine window breakage in a collision covered under part 7 that doesn’t involve some part of the body of the car.

Part 9 of the basic policy states:

“Your deductible does not apply to glass breakage or substitute transportation expenses following a theft.”

The Prestige Auto Endorsement provides additional coverage for a claim that involves only window glass breakage on **your auto**, with no restrictions by peril.

In addition, Part 9 states:

“We consider glass breakage when not involving other collision loss, and the following types of losses to be Comprehensive and not Collision losses: losses caused by vandalism, fire and theft, missiles, falling objects, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, riot or contact with a bird or animal.”

According to this statement, a claim involving glass only would only be considered a Comprehensive loss. Therefore, we will remove language within the Prestige Auto endorsement referencing Part 7 under the Full Coverage Window Glass section.

#### Objection 7

Original Equipment Manufacturer Replacement Parts. Massachusetts law (regulation 211 CMR133) requires insurers to use OEM parts to repair vehicles if the vehicle has 20,000 or fewer miles. Please revise the language in this section to clarify that it is providing this coverage beyond that required by MA law.

Language referencing Massachusetts law (regulation 211 CMR133) has been added to the Original Equipment Manufacturer Replacement Parts section.

#### Objection 8

Coverage for Permanently Installed Telephones. This does not appear to be additional coverage to the basic policy. The basic policy states that “it does not pay for loss of or damage to a ...telephone..... It will pay for such loss or damage if the equipment is permanently installed in the opening of the dash or console normally used by the auto manufacturer for the installation of a radio or telephone.” Please review and reconcile.

The basic policy states:

“If the electronic equipment is permanently installed but not in locations used by the auto manufacturer, we will only pay up to \$1,000 for loss to such equipment.”

The Prestige Auto Endorsement does not place a limit on the replacement of a permanently installed telephone. Our limit of liability as a result of any one occurrence shall be the amount needed to repair or replace the property with other property of like kind and quality.

#### Objection 9

Please provide support for the proposed prices for the Prestige Auto Premier endorsement.

The Prestige Auto Premier endorsement is managed on a countrywide basis with very similar, if not identical, coverage and pricing in every state. We intend to introduce this endorsement in Massachusetts with the same coverages and pricing used in other states. However, we recently analyzed the experience and found that the rates used in other states are inadequate (please see attached Prestige Endorsement Filing Support). For this reason we have begun to increase the charge for the Premier endorsement across the country. We propose to use the same rates for Massachusetts as were recently approved in the state of New York. We have also attached the ‘Prestige Rate Tables’ exhibit for your reference.

#### Objection 10

Please amend rule 35 to specifically identify all other endorsements that should not be used if the Prestige endorsement is purchased, including the waiver of deductible endorsement for collision.

The revised Rule 35 has been attached to this response, reflecting the following endorsements that should not be used if the Prestige Auto endorsement is purchased:

- |  |                        |
|--|------------------------|
| 1) Agreed Amount – Comprehensive   | (MPY-0034-S Ed. 04-08) |
| 2) Coverage for Customized Vans and Pickups                                | (MPY-0037-S Ed. 04-08) |
| 3) Excess Electronic Equipment Coverage                                    | (MPY-0041-S Ed. 04-08) |
| 4) \$100 Glass Deductible  | (MPY-0039-S Ed. 04-08) |
| 5) Original Equipment Manufacturer Parts Cov.                              | (MPY-0040-S Ed. 04-08) |
| 6) Stated Amount Coverage  | (MPY-0027-S Ed. 04-08) |
| 7) Use of Other Autos – Vehicles Furnished<br>Or Available for Regular Use | (MPY-0051-S Ed. 04-08) |
| 8) Waiver of Deductible  | (MPY-0016-S Ed. 04-08) |

**Objection 11**

Please submit updated versions of rate manual pages B-1, B-2, and B-3.

Rate manual pages B-1, B-2, and B-3 were updated in the original filing. The Prestige Auto endorsement has been added to the existing list of endorsements still available to customers not purchasing the Prestige Auto endorsement.

**FIREMAN'S FUND INSURANCE COMPANY**  
**RATE/RULE/FORM FILING**  
**Private Passenger Auto – Massachusetts**  
**07/19/2012**

Objection 1

Please replace the revised manual pages in the Rate/Rule tab with the revised rule pages submitted with the July 13 response. Be sure to include the revisions to page B-1.

The revised manual pages have been replaced in the Rate/Rule tab accordingly.

Objection 2

Is ValueLock a product of a specific vendor or is it an internal proprietary model? The July 13 response indicates that the value may be updated at renewal. Is there no fixed process for renewals? Please advise.

ValueLock is the name of the covered amount for the auto. We use Kelley Blue Book (KBB) as a basis for the ValueLock amount. The amount can be increased for an additional premium. There is a fixed process to update the amount at each renewal to reflect updated KBB values.

Objection 3

Full coverage window glass. The sentence in the standard policy for coverage part 9 that was referenced in the July 13 response does not mean that a \$0 deductible applies to glass breakage only when the vehicle is stolen. Massachusetts is very unusual in this feature, and the \$0 deductible applies always when the loss is to glass only, regardless of peril under part 9. The reference in the standard policy to not invoke a deductible for substitute transportation following the loss is due to another odd nuance of MA which is to include substitute transportation in the part 9 coverage when the vehicle is stolen. The Prestige endorsement is not adding anything beyond the standard package in American Auto's basic MA policy, and should not be represented as such.

This coverage has been removed from the Prestige Auto Premier endorsement as well as Rule 35. Please find the revised attachments to this response. Given that our proposed rate for the endorsement is below the indication, we have not adjusted the proposed rate for the removal of this coverage.

Objection 4

OEM Parts. Please clarify the language in this section as follows to that it properly comports with the requirements of 211 CMR 133.

**OUR AGREEMENT**

We will pay for replacement parts, other than window glass, made by the original manufacturer used to repair any covered loss to your auto unless such parts are no longer being made. Replacement parts may be used or remanufactured if such parts are available. If the vehicle has 20,000 or fewer miles, new original manufacturer equipment replacement parts will be used.

The language within the within the Prestige Auto Premier endorsement has been revised accordingly.

**American Automobile Insurance Company**



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**Prestige Auto<sup>®</sup> Premier - Coverage Endorsement (102173 06-12 MA)**

This endorsement changes your policy. Please read it carefully.

**ValueLock<sup>®</sup> COVERAGE SCHEDULE**

<b>Auto Description</b>	<b>ValueLock<sup>®</sup> Limit of Liability</b>
	\$
	\$
	\$
	\$
	\$
	\$

**DEFINITIONS**

**The following provision replaces Definition 5.C.:**

5.C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van, or similar vehicle to which you take title or lease as a permanent replacement for a described auto or as an additional auto. The broadest coverage of any of your autos shown on the Coverage Selections Page will apply to an additional auto if you ask us to insure it within 30 days after you take title or the effective date of the lease if:

1. The vehicle is in addition to any vehicle shown on the Coverage Selections Page; or
2. **You** want Collision and Comprehensive coverage.

If Collision or Comprehensive coverage do not apply to any auto shown on the Coverage Selections Page, you must ask us to insure it within 4 days after you take title; or the effective date of the lease. We will give these coverages with a deductible of \$500 to the additional auto.

Coverage begins from the date you take title or from the effective date of the lease of your auto. Coverage applies only if you ask us to insure the auto within the 4 days after **you** take title.

If a replacement or additional auto is a pick-up truck, van, or similar vehicle, it must not be used for the delivery or transporting of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

Deleted: Page 1 of 10

Under Parts 1, 2, 3, 4, 5, and 6 the term “your auto” also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

**The following definition is new:**

11. A **Non-Owned Auto** - means:

1. Any private passenger auto, pickup, van, or **trailer** not owned by, furnished, or available for the regular use of you or any **household member** while in the custody of or being operated by you or any **household member**; or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your auto**. This applies only if **your auto** is out of normal use because of the following:
  - a. its breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

For Collision and Comprehensive coverage, a **non-owned auto** also includes a private passenger auto, pickup, van, or trailer you rent or lease for 90 days or less.

**EXTENDED NON-OWNED AUTO COVERAGE**

**COVERAGE FOR VEHICLES FURNISHED FOR YOUR REGULAR USE**

The following items are added to and replace any conflicting provisions or endorsements in your policy.

1. Under Part 1, Part 4, and Part 5:
  - a. Coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use;
  - b. Coverage is also given for you or any **household member** while you maintain or use any auto while employed or engaged in any business; trade; or occupation; other than farming or ranching. We will not pay if the auto is used in the business or occupation of you or a **household member** while employed. We will not pay if the auto is engaged in the business; trade; or occupation of selling, repairing, servicing, storing, or parking autos designed for use mainly on public highways. This includes road testing and delivery;
  - c. Coverage is not given if the auto is owned by you or a **household member**.
2. Under Part 6, coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use. Coverage is not given if the auto is owned by you or a **household member**.
3. If someone covered under this endorsement is using an auto he or she does not own at the time of the accident, the owner’s auto insurance pays up to its limits before we pay.

**WORLDWIDE COVERAGE FOR OWNED, NON-OWNED, AND NEWLY ACQUIRED VEHICLES**

**WARNING**

In Mexico, and other countries, only liability coverage purchased from a local licensed insurance company will meet the auto insurance requirements of that country. If you fail to purchase any required insurance policy could result in fines or other penalties. Check with your rental car provider.

If you rent, borrow, or lease a **non-owned auto** outside of the United States of America, its territories or possessions, Puerto Rico, or Canada, your coverage under Part 1, Part 4, Part 5, Part 6, Part 7, Part 9, and Transportation Costs for loss of use will apply to the operation or use of that auto by you or any **household member**. These coverages also apply if you purchase an auto, or temporarily relocate an auto shown in the Schedule or Coverage Selections Page. In order for these coverages to apply, the following must occur:

1. An underlying policy of auto liability insurance is purchased or given to **you**, to the extent required by the country or jurisdiction in which the auto is being operated. We will pay only that part of a covered loss that exceeds the limit of liability of that underlying policy;
2. The rental, lease, or use of the **non-owned auto** is for a period of not more than 90 days; and
3. You notify us within 30 days after you purchase or relocate an auto.

#### **PET COVERAGE**

We will pay up to \$5,000 for reasonable veterinarian service charges to treat animals you own that are injured due to a **collision** while they are in **your auto** or a **non-owned auto**. This is the most we will pay for any one occurrence no matter how many animals are injured.

#### **CARJACKING COVERAGE**

We will pay, with no deductible, carjacking expenses incurred by you or a **household member**. These costs must be solely and directly as a result of a carjacking and:

1. The occurrence involves the unlawful forced removal or detention of you or a **household member** while you operate or occupy **your auto** or **non-owned auto** during the theft or attempted theft of the auto; and
2. The carjacking is reported promptly to the police or other law enforcement agency.

Carjacking expenses include the reasonable and needed costs for:

1. Medical or psychiatric costs incurred within one year of the carjacking for you or a **household member** who witnessed the carjacking; and
2. Income continuation benefits if not able to resume the duties of you or a **household member's** usual occupation during the first 60 days following a carjacking. This coverage is excess over any other valid and collectible benefits including:
  - A. disability insurance;
  - B. workers compensation;
  - C. unemployment compensation;
  - D. salary or wage continuation plans; or
  - E. other similar plans.
3. Funeral Costs up to \$10,000 per person.
4. The Collision or Comprehensive deductible that would normally apply for damage to **your auto** or **non-owned auto**. If as a result of a carjacking, the deductible will be waived.

## LIMIT OF LIABILITY

Our limit of liability as a result of any one carjacking occurrence shall be the lesser of:

1. The actual reasonable and needed carjacking expenses incurred; or
2. \$100,000.

This is the most we will pay in spite of the number of:

1. Insureds;
2. Policies that apply;
3. Autos shown in the schedule or on the Coverage Selections Page; or
4. Claims made.

No one will be entitled to receive double payments for the same elements of loss under this or any other coverage given by this policy.

## PART 7 – COLLISION AND PART 9 - COMPREHENSIVE

### MULTI-POLICY CONFORMITY OF COVERAGE

Coverage given by this endorsement that applies to Part 7 and Part 9, applies to all private passenger autos owned by you that we insure. These autos are shown in the schedule or on the Coverage Selections Page on this or any other policy.

### NEWLY ACQUIRED TRAILER OR CAMPER BODY

The broadest coverage of any of **your autos** shown on the Coverage Selections Page will apply to a trailer or camper body you take title to during the policy period. You must ask us to insure it within 30 days after you become the owner.

### LOSS TO MORE THAN ONE OF YOUR AUTOS

We will pay for direct and accidental loss to **your auto** or any **non-owned auto, which** includes their equipment, minus any deductible that applies and is shown on the Coverage Selections Page. If loss to more than one of **your autos** or **non-owned autos** results from the same **collision** or other than **collision**, only one deductible, the lowest deductible that applies, will be used. We will pay for loss to **your auto** caused by:

1. Other than **collision** only if the Coverage Selections Page shows that Comprehensive Coverage applies for that auto; or
2. **Collision** only if the Coverage Selections Page shows that Collision Coverage applies for that auto.

If there is a loss to a **non-owned auto** we will provide the broadest coverage that applies to any **your auto** shown on the Coverage Selections Page.

### ValueLock® COVERAGE

The following items replace any provisions in conflict in Parts 7 and 9 of the policy:

## LIMIT OF LIABILITY

[102173 06-12 MA](#)  
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- A. If there is a total loss to **your auto** shown in the Schedule or on the Coverage Selections Page, we will pay, with no deductible:
1. The ValueLock<sup>®</sup> amount, which includes any sales tax, title and registration fees that apply; or
  2. The actual cash value, plus any applicable sales tax, title, and registration fees at the time of the loss. The actual cash value must be greater than the ValueLock<sup>®</sup> amount.

You agree we may change the ValueLock<sup>®</sup> amount shown in the Schedule or on the Coverage Selections Page at each annual renewal. This will be changed to reflect the current value of your auto.

- B. Except as set forth in C. below, if there is a loss to part of the property, or a total loss to **your auto** not shown in the schedule or on the Coverage Selections Page, or a **non-owned auto**, or a **trailer**, our limit of liability will be the lesser of:
1. The actual cash value of the stolen or damaged property; or
  2. The amount needed to repair or replace the property with other property of like kind and quality. The most we will pay for loss to any **non-owned auto** which is a **trailer** is \$2,500.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

- C. If there is a loss to part of the property and the repair or replacement results in better than like kind or quality, we will waive the amount of betterment.

- D. A loss will be considered a total loss when:

1. The entire auto is stolen; not recovered; and we offer to settle the loss; or
2. The salvage value of the auto, determined by us, plus the amount for labor and parts of like kind and quality needed to repair the auto, is equal to or greater than the actual cash value of the stolen or damaged auto; or
3. In our opinion the auto should be deemed to be a total loss.

The amount to be paid for a total loss will be reduced by the cost to repair or replace any previous damage to that auto. The amount will be reduced only if the previous damage had not been repaired or replaced.

#### **TRANSPORTATION EXPENSES/COVERAGE FOR RENTAL CARS (Collision and Comprehensive Losses)**

Part 10 of your policy is deleted and replaced by the following:

##### **TRANSPORTATION EXPENSES**

In addition, we will pay, with no deductible:

1. Expenses incurred by you, up to a maximum of \$10,000 for temporary comparable transportation in the event of a loss to **your auto**. We will pay for such expenses if the loss is caused by:
  - a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
  - b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.
2. Expenses for which you are legally responsible for a loss to a **non-owned auto**. We will pay for such expenses if the loss is caused by:

- a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for any **your auto**;  
or
- b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for any **your auto**.

We will pay only reasonable expenses incurred from the time when either:

- a. The police are notified of a total theft of **your auto** or **non-owned auto**; or
- b. The auto is withdrawn from use due to any other covered loss;

until your auto or non-owned auto is returned to use, or we pay for the loss.

Our payment will be limited to that period of time, within reason, required to repair or replace **your auto**, or the **non-owned auto**.

Reasonable time is defined as seven (7) days after our offer of settlement is made. If you do not agree with our offer of settlement, we must receive written notice from you within that seven (7) day period.

### **ADDITIONAL COVERAGES FOR PARTS 7 AND 9 – COLLISION AND COMPREHENSIVE**

The following items are added to and replace any provision in conflict in **Parts 7 and 9**. Coverage applies to loss caused by:

- 1. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
- 2. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.

### **VEHICLE MODIFICATION FOR THE DISABLED**

#### **OUR AGREEMENT**

If you or a **household member** becomes permanently disabled as a result of an auto accident during the policy period, we will pay up to \$10,000 for reasonable and needed changes to one of your autos shown on the Coverage Selections Page. We will also pay up to \$10,000 for reasonable and needed changes to an auto you take title to in order to accommodate your disability. This coverage shall be excess over any other collectible source of recovery.

### **TRIP INTERRUPTION AND EMERGENCY LIVING EXPENSES (Including Mechanical Breakdown)**

#### **OUR AGREEMENT**

We will pay with no deductible, up to a maximum limit of \$1,000 for reasonable temporary living expenses or comparable transportation expenses incurred by you as a result of a loss to **your auto** or **non-owned auto** caused by:

- 1. Mechanical or electrical breakdown; or
- 2. Direct and accidental loss caused by **collision** or other than **collision**.

This coverage applies only if:

- 1. The loss to, or mechanical or electrical breakdown of **your auto** occurs away from the customary garaging location and any intended stop of a prearranged itinerary; and
- 2. The auto is withdrawn from use for at least 24 hours.

#### LIMIT OF LIABILITY

1. Our payment for Trip Interruption Coverage and Emergency Living Expenses will be limited for that period of time, within reason, required to:
  - A. Resume travel under a prearranged itinerary; or
  - B. Return home.
2. No one will be entitled to receive double payments for the same elements of loss under this coverage and Parts 7 and 9 of this policy.

#### OTHER SOURCES OF RECOVERY

Any insurance we provide for Trip Interruption Coverage and Emergency Living Expenses shall be excess over any other collectible source of recovery including but not limited to:

1. Any coverage given by:
  - A. Auto warranties;
  - B. Auto clubs;
  - C. Mechanical breakdown or similar plans; or
2. Any other source of recovery that applies to the loss.

#### VEHICLE IDENTITY THEFT/FRAUDULENT TITLE COVERAGE

We will pay, with no deductible, for costs within reason and necessarily incurred by an **insured** to establish ownership as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others. We will also pay for the loss of the auto if the title of **your auto** is shown to be fraudulent; and you did not know it was fraudulent; and the auto is confiscated by a public authority. This includes reasonable attorney fees with prior notice and approval by us.

#### LIMIT OF LIABILITY

Our limit of liability as a result of any one occurrence shall be the lesser of:

1. The cost to establish ownership and clear the title; or
2. The ValueLock<sup>®</sup> amount, which includes any sales tax, title and registration fees that applies; or
3. The actual cash value, plus any sales tax, title, and registration fees that applies at the time of the loss. The actual cash value must be greater than the ValueLock<sup>®</sup> amount.

#### COVERAGE FOR ELECTRONIC EQUIPMENT

#### OUR AGREEMENT

We will pay for loss to any electronic equipment, including accessories used with such equipment, that is permanently installed and was included as standard or optional equipment by the auto manufacturer.

## CUSTOMIZING EQUIPMENT COVERAGE

### OUR AGREEMENT

We will pay for loss to any custom furnishings, or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

1. Special carpeting;
2. Furniture or bars;
3. Height-extending roofs;
4. Custom murals; paintings; or other decals or graphics.

## AUTO LOAN/LEASE COVERAGE

### OUR AGREEMENT

If there is a total loss to **your auto**, we will pay any unpaid amount due on the lease or loan for **your auto** up to the cost of **your auto** less:

1. The amount paid under Parts 7 and 9 of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the loss;
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
  - c. Security deposits not refunded by a lessor;
  - d. Costs for extended warranties; Credit Life insurance; Health; Accident; or Disability insurance purchased with the loan or lease;
  - e. Any amount payable under similar loan or lease terms or coverage given by the auto manufacturer, leasing company or financial institution; or
  - f. Costs incurred for prior leases or loans for autos other than your auto. These are also known as carryover loan balances.

## COVERAGE FOR PERSONAL PROPERTY

### OUR AGREEMENT

We will pay, with no deductible, for direct and accidental loss to personal property not otherwise excluded by this policy. This coverage applies only if the covered personal property is:

1. Owned or used by you or any **household member**; and
2. In **your auto** at the time of the loss; and
3. The loss was not caused by theft unless the entire auto was stolen.

## EXCLUSIONS

We do not cover:

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1. Articles separately described and specifically insured elsewhere in this policy or any other insurance policy;
2. Watercraft, including their trailers, furnishings, equipment and outboard motors; or
3. Any motorized vehicle.

#### LIMIT OF LIABILITY

Our limit of liability for the total of all losses to personal property as a result of any one occurrence shall be the lesser of:

1. \$1,000; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

#### ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS

##### OUR AGREEMENT

We will pay for replacement parts, other than window glass, made by the original manufacturer used to repair any covered loss to **your auto** unless such parts are no longer being made. Replacement parts may be used or remanufactured if such parts are available. If the vehicle has 20,000 or fewer miles, new original equipment manufacturer replacement parts will be used.

#### WAIVER OF DEDUCTIBLE

##### OUR AGREEMENT

When there is a loss to **your auto** insured for Collision Coverage, no deductible will apply if, at the time repairs are complete, we have been able to determine that:

1. The loss was caused by a **collision** with another auto;
2. The owner or operator of the other auto has been identified and is legally responsible; and
3. The other auto is covered under a liability bond or policy that applies to the loss.

#### REPLACEMENT AUTO SEARCH ASSISTANCE

In the event of a total loss to **your auto**, we will assist you in locating a new or used replacement auto through our vehicle locator service. This service is available at no cost upon your request.

#### COVERAGE FOR PERMANENTLY INSTALLED TELEPHONES

##### OUR AGREEMENT

We will pay, with no deductible, for direct and accidental loss to a permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone if they are:

1. Your property; and

2. In **your auto** at the time of the loss.

#### LIMIT OF LIABILITY

Our limit of liability as a result of any one occurrence shall be the amount needed to repair or replace the property with other property of like kind and quality.

#### COVERAGE FOR AUDIO TAPES, COMPACT DISCS AND OTHER MEDIA

##### OUR AGREEMENT

We will pay, with no deductible, for direct and accidental loss to tapes; records; discs; or other media if they are:

1. Your property;
2. In **your auto** at the time of the loss; and
3. Used with any device or instrument designed for the recording and/or reproduction of sound and are:
  - a. Permanently installed in the auto; or
  - b. Removable from a housing unit that is permanently installed in the auto and is designed to be solely operated by use of the power from the electrical system of the auto.

#### LIMIT OF LIABILITY

Our limit of liability for the total of all losses to tapes, records, discs, or other media, as a result of any one occurrence shall be the lesser of:

1. \$200; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

#### TOWING AND EMERGENCY ROAD SERVICE LABOR COSTS COVERAGE

We will pay, with no deductible, the cost to tow your auto to the repair facility of your choice within 50 miles of where your auto became disabled. If the nearest facility approved by the manufacturer to repair your auto is farther, we will pay the cost to transport it there. We will only pay for emergency road service labor costs performed at the place where the auto became disabled. We will pay for these costs each time **your auto** or any **non-owned** auto is disabled.

#### COVERAGE FOR KEYS

##### OUR AGREEMENT

We will pay, with no deductible, for loss of keys to **your auto** or **non-owned auto** which include:

1. The cost to copy or replace lost or stolen keys;
2. The labor costs to retrieve keys accidentally locked in the auto; or
3. The cost to re-key the auto locks when the keys are lost or stolen; and the auto is stolen and then recovered.

#### COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG

102173 06-12 MA

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OUR AGREEMENT

We will pay, with no deductible, the cost to repair or replace an airbag passive restraint system for **your auto** that accidentally deploys. We will pay only when the accidental deployment is not caused by a **collision** or other than **collision** loss.

# American Automobile Insurance Company

## Prestige Auto<sup>®</sup> Premier - Coverage Endorsement (102173 06-12 MA)

This endorsement changes your policy. Please read it carefully.

### ValueLock<sup>®</sup> COVERAGE SCHEDULE

Auto Description	ValueLock <sup>®</sup> Limit of Liability
	\$
	\$
	\$
	\$
	\$
	\$

### DEFINITIONS

#### The following provision replaces Definition 5.C.:

5.C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van, or similar vehicle to which you take title or lease as a permanent replacement for a described auto or as an additional auto. The broadest coverage of any of your autos shown on the Coverage Selections Page will apply to an additional auto if you ask us to insure it within 30 days after you take title or the effective date of the lease if:

1. The vehicle is in addition to any vehicle shown on the Coverage Selections Page; or
2. **You** want Collision and Comprehensive coverage.

If Collision or Comprehensive coverage do not apply to any auto shown on the Coverage Selections Page, you must ask us to insure it within 4 days after you take title; or the effective date of the lease. We will give these coverages with a deductible of \$500 to the additional auto.

Coverage begins from the date you take title or from the effective date of the lease of your auto. Coverage applies only if you ask us to insure the auto within the 4 days after **you** take title.

If a replacement or additional auto is a pick-up truck, van, or similar vehicle, it must not be used for the delivery or transporting of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

Under Parts 1, 2, 3, 4, 5, and 6 the term "your auto" also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.



**The following definition is new:**

11. A **Non-Owned Auto** - means:

1. Any private passenger auto, pickup, van, or **trailer** not owned by, furnished, or available for the regular use of you or any **household member** while in the custody of or being operated by you or any **household member**; or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your auto**. This applies only if **your auto** is out of normal use because of the following:
  - a. its breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

For Collision and Comprehensive coverage, a **non-owned auto** also includes a private passenger auto, pickup, van, or trailer you rent or lease for 90 days or less.

**EXTENDED NON-OWNED AUTO COVERAGE**

**COVERAGE FOR VEHICLES FURNISHED FOR YOUR REGULAR USE**

The following items are added to and replace any conflicting provisions or endorsements in your policy.

1. Under Part 1, Part 4, and Part 5:
  - a. Coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use;
  - b. Coverage is also given for you or any **household member** while you maintain or use any auto while employed or engaged in any business; trade; or occupation; other than farming or ranching. We will not pay if the auto is used in the business or occupation of you or a **household member** while employed. We will not pay if the auto is engaged in the business; trade; or occupation of selling, repairing, servicing, storing, or parking autos designed for use mainly on public highways. This includes road testing and delivery;
  - c. Coverage is not given if the auto is owned by you or a **household member**.
2. Under Part 6, coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use. Coverage is not given if the auto is owned by you or a **household member**.
3. If someone covered under this endorsement is using an auto he or she does not own at the time of the accident, the owner's auto insurance pays up to its limits before we pay.

**WORLDWIDE COVERAGE FOR OWNED, NON-OWNED, AND NEWLY ACQUIRED VEHICLES**

**WARNING**

In Mexico, and other countries, only liability coverage purchased from a local licensed insurance company will meet the auto insurance requirements of that country. If you fail to purchase any required insurance policy could result in fines or other penalties. Check with your rental car provider.

If you rent, borrow, or lease a **non-owned auto** outside of the United States of America, its territories or possessions, Puerto Rico, or Canada, your coverage under Part 1, Part 4, Part 5, Part 6, Part 7, Part 9, and Transportation Costs for loss of use will apply to the

operation or use of that auto by you or any **household member**. These coverages also apply if you purchase an auto, or temporarily relocate an auto shown in the Schedule or Coverage Selections Page. In order for these coverages to apply, the following must occur:

1. An underlying policy of auto liability insurance is purchased or given to **you**, to the extent required by the country or jurisdiction in which the auto is being operated. We will pay only that part of a covered loss that exceeds the limit of liability of that underlying policy;
2. The rental, lease, or use of the **non-owned auto** is for a period of not more than 90 days; and
3. You notify us within 30 days after you purchase or relocate an auto.

### **PET COVERAGE**

We will pay up to \$5,000 for reasonable veterinarian service charges to treat animals you own that are injured due to a **collision** while they are in **your auto** or a **non-owned auto**. This is the most we will pay for any one occurrence no matter how many animals are injured.

### **CARJACKING COVERAGE**

We will pay, with no deductible, carjacking expenses incurred by you or a **household member**. These costs must be solely and directly as a result of a carjacking and:

1. The occurrence involves the unlawful forced removal or detention of you or a **household member** while you operate or occupy **your auto** or **non-owned auto** during the theft or attempted theft of the auto; and
2. The carjacking is reported promptly to the police or other law enforcement agency.

Carjacking expenses include the reasonable and needed costs for:

1. Medical or psychiatric costs incurred within one year of the carjacking for you or a **household member** who witnessed the carjacking; and
2. Income continuation benefits if not able to resume the duties of you or a **household member's** usual occupation during the first 60 days following a carjacking. This coverage is excess over any other valid and collectible benefits including:
  - A. disability insurance;
  - B. workers compensation;
  - C. unemployment compensation;
  - D. salary or wage continuation plans; or
  - E. other similar plans.
3. Funeral Costs up to \$10,000 per person.
4. The Collision or Comprehensive deductible that would normally apply for damage to **your auto** or **non-owned auto**. If as a result of a carjacking, the deductible will be waived.

### **LIMIT OF LIABILITY**

Our limit of liability as a result of any one carjacking occurrence shall be the lesser of:

1. The actual reasonable and needed carjacking expenses incurred; or
2. \$100,000.

This is the most we will pay in spite of the number of:

1. Insureds;
2. Policies that apply;
3. Autos shown in the schedule or on the Coverage Selections Page; or
4. Claims made.

No one will be entitled to receive double payments for the same elements of loss under this or any other coverage given by this policy.

## **PART 7 – COLLISION AND PART 9 - COMPREHENSIVE**

### **MULTI-POLICY CONFORMITY OF COVERAGE**

Coverage given by this endorsement that applies to Part 7 and Part 9, applies to all private passenger autos owned by you that we insure. These autos are shown in the schedule or on the Coverage Selections Page on this or any other policy.

### **NEWLY ACQUIRED TRAILER OR CAMPER BODY**

The broadest coverage of any of **your autos** shown on the Coverage Selections Page will apply to a trailer or camper body you take title to during the policy period. You must ask us to insure it within 30 days after you become the owner.

### **LOSS TO MORE THAN ONE OF YOUR AUTOS**

We will pay for direct and accidental loss to **your auto** or any **non-owned auto, which** includes their equipment, minus any deductible that applies and is shown on the Coverage Selections Page. If loss to more than one of **your autos** or **non-owned autos** results from the same **collision** or other than **collision**, only one deductible, the lowest deductible that applies, will be used. We will pay for loss to **your auto** caused by:

1. Other than **collision** only if the Coverage Selections Page shows that Comprehensive Coverage applies for that auto; or
2. **Collision** only if the Coverage Selections Page shows that Collision Coverage applies for that auto.

If there is a loss to a **non-owned auto** we will provide the broadest coverage that applies to any **your auto** shown on the Coverage Selections Page.

### **ValueLock® COVERAGE**

**The following items replace any provisions in conflict** in Parts 7 and 9 of the policy:

#### **LIMIT OF LIABILITY**

- A. If there is a total loss to **your auto** shown in the Schedule or on the Coverage Selections Page, we will pay, with no deductible:
  1. The ValueLock® amount, which includes any sales tax, title and registration fees that apply; or

2. The actual cash value, plus any applicable sales tax, title, and registration fees at the time of the loss. The actual cash value must be greater than the ValueLock<sup>®</sup> amount.

You agree we may change the ValueLock<sup>®</sup> amount shown in the Schedule or on the Coverage Selections Page at each annual renewal. This will be changed to reflect the current value of your auto.

- B. Except as set forth in C. below, if there is a loss to part of the property, or a total loss to **your auto** not shown in the schedule or on the Coverage Selections Page, or a **non-owned auto**, or a **trailer**, our limit of liability will be the lesser of:
  1. The actual cash value of the stolen or damaged property; or
  2. The amount needed to repair or replace the property with other property of like kind and quality. The most we will pay for loss to any **non-owned auto** which is a **trailer** is \$2,500.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

- C. If there is a loss to part of the property and the repair or replacement results in better than like kind or quality, we will waive the amount of betterment.
- D. A loss will be considered a total loss when:
  1. The entire auto is stolen; not recovered; and we offer to settle the loss; or
  2. The salvage value of the auto, determined by us, plus the amount for labor and parts of like kind and quality needed to repair the auto, is equal to or greater than the actual cash value of the stolen or damaged auto; or
  3. In our opinion the auto should be deemed to be a total loss.

The amount to be paid for a total loss will be reduced by the cost to repair or replace any previous damage to that auto. The amount will be reduced only if the previous damage had not been repaired or replaced.

#### **TRANSPORTATION EXPENSES/COVERAGE FOR RENTAL CARS (Collision and Comprehensive Losses)**

Part 10 of your policy is deleted and replaced by the following:

#### **TRANSPORTATION EXPENSES**

In addition, we will pay, with no deductible:

1. Expenses incurred by you, up to a maximum of \$10,000 for temporary comparable transportation in the event of a loss to **your auto**. We will pay for such expenses if the loss is caused by:
  - a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
  - b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.
2. Expenses for which you are legally responsible for a loss to a **non-owned auto**. We will pay for such expenses if the loss is caused by:
  - a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for any **your auto**; or
  - b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for any **your auto**.

We will pay only reasonable expenses incurred from the time when either:

- a. The police are notified of a total theft of **your auto** or **non-owned auto**; or
- b. The auto is withdrawn from use due to any other covered loss;

until your auto or non-owned auto is returned to use, or we pay for the loss.

Our payment will be limited to that period of time, within reason, required to repair or replace **your auto**, or the **non-owned auto**.

Reasonable time is defined as seven (7) days after our offer of settlement is made. If you do not agree with our offer of settlement, we must receive written notice from you within that seven (7) day period.

## **ADDITIONAL COVERAGES FOR PARTS 7 AND 9 – COLLISION AND COMPREHENSIVE**

The following items are added to and replace any provision in conflict in **Parts 7 and 9**. Coverage applies to loss caused by:

1. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
2. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.

## **VEHICLE MODIFICATION FOR THE DISABLED**

### **OUR AGREEMENT**

If you or a **household member** becomes permanently disabled as a result of an auto accident during the policy period, we will pay up to \$10,000 for reasonable and needed changes to one of your autos shown on the Coverage Selections Page. We will also pay up to \$10,000 for reasonable and needed changes to an auto you take title to in order to accommodate your disability. This coverage shall be excess over any other collectible source of recovery.

## **TRIP INTERRUPTION AND EMERGENCY LIVING EXPENSES (Including Mechanical Breakdown)**

### **OUR AGREEMENT**

We will pay with no deductible, up to a maximum limit of \$1,000 for reasonable temporary living expenses or comparable transportation expenses incurred by you as a result of a loss to **your auto** or **non-owned auto** caused by:

1. Mechanical or electrical breakdown; or
2. Direct and accidental loss caused by **collision** or other than **collision**.

This coverage applies only if:

1. The loss to, or mechanical or electrical breakdown of **your auto** occurs away from the customary garaging location and any intended stop of a prearranged itinerary; and
2. The auto is withdrawn from use for at least 24 hours.

### **LIMIT OF LIABILITY**

1. Our payment for Trip Interruption Coverage and Emergency Living Expenses will be limited for that period of time, within reason, required to:

- A. Resume travel under a prearranged itinerary; or
  - B. Return home.
2. No one will be entitled to receive double payments for the same elements of loss under this coverage and Parts 7 and 9 of this policy.

#### OTHER SOURCES OF RECOVERY

Any insurance we provide for Trip Interruption Coverage and Emergency Living Expenses shall be excess over any other collectible source of recovery including but not limited to:

- 1. Any coverage given by:
  - A. Auto warranties;
  - B. Auto clubs;
  - C. Mechanical breakdown or similar plans; or
- 2. Any other source of recovery that applies to the loss.

#### VEHICLE IDENTITY THEFT/FRAUDULENT TITLE COVERAGE

We will pay, with no deductible, for costs within reason and necessarily incurred by an **insured** to establish ownership as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others. We will also pay for the loss of the auto if the title of **your auto** is shown to be fraudulent; and you did not know it was fraudulent; and the auto is confiscated by a public authority. This includes reasonable attorney fees with prior notice and approval by us.

#### LIMIT OF LIABILITY

Our limit of liability as a result of any one occurrence shall be the lesser of:

- 1. The cost to establish ownership and clear the title; or
- 2. The ValueLock<sup>®</sup> amount, which includes any sales tax, title and registration fees that applies; or
- 3. The actual cash value, plus any sales tax, title, and registration fees that applies at the time of the loss. The actual cash value must be greater than the ValueLock<sup>®</sup> amount.

#### COVERAGE FOR ELECTRONIC EQUIPMENT

##### OUR AGREEMENT

We will pay for loss to any electronic equipment, including accessories used with such equipment, that is permanently installed and was included as standard or optional equipment by the auto manufacturer.

#### CUSTOMIZING EQUIPMENT COVERAGE

##### OUR AGREEMENT

We will pay for loss to any custom furnishings, or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

1. Special carpeting;
2. Furniture or bars;
3. Height-extending roofs;
4. Custom murals; paintings; or other decals or graphics.

## **AUTO LOAN/LEASE COVERAGE**

### **OUR AGREEMENT**

If there is a total loss to **your auto**, we will pay any unpaid amount due on the lease or loan for **your auto** up to the cost of **your auto** less:

1. The amount paid under Parts 7 and 9 of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the loss;
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
  - c. Security deposits not refunded by a lessor;
  - d. Costs for extended warranties; Credit Life insurance; Health; Accident; or Disability insurance purchased with the loan or lease;
  - e. Any amount payable under similar loan or lease terms or coverage given by the auto manufacturer, leasing company or financial institution; or
  - f. Costs incurred for prior leases or loans for autos other than your auto. These are also known as carryover loan balances.

## **COVERAGE FOR PERSONAL PROPERTY**

### **OUR AGREEMENT**

We will pay, with no deductible, for direct and accidental loss to personal property not otherwise excluded by this policy. This coverage applies only if the covered personal property is:

1. Owned or used by you or any **household member**; and
2. In **your auto** at the time of the loss; and
3. The loss was not caused by theft unless the entire auto was stolen.

### **EXCLUSIONS**

We do not cover:

1. Articles separately described and specifically insured elsewhere in this policy or any other insurance policy;
2. Watercraft, including their trailers, furnishings, equipment and outboard motors; or
3. Any motorized vehicle.

### **LIMIT OF LIABILITY**

Our limit of liability for the total of all losses to personal property as a result of any one occurrence shall be the lesser of:

1. \$1,000; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

## **ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS**

### **OUR AGREEMENT**

We will pay for replacement parts, other than window glass, made by the original manufacturer used to repair any covered loss to **your auto** unless such parts are no longer being made. Replacement parts may be used or remanufactured if such parts are available. If the vehicle has 20,000 or fewer miles, new original equipment manufacturer replacement parts will be used.

## **WAIVER OF DEDUCTIBLE**

### **OUR AGREEMENT**

When there is a loss to **your auto** insured for Collision Coverage, no deductible will apply if, at the time repairs are complete, we have been able to determine that:

1. The loss was caused by a **collision** with another auto;
2. The owner or operator of the other auto has been identified and is legally responsible; and
3. The other auto is covered under a liability bond or policy that applies to the loss.

## **REPLACEMENT AUTO SEARCH ASSISTANCE**

In the event of a total loss to **your auto**, we will assist you in locating a new or used replacement auto through our vehicle locator service. This service is available at no cost upon your request.

## **COVERAGE FOR PERMANENTLY INSTALLED TELEPHONES**

### **OUR AGREEMENT**

We will pay, with no deductible, for direct and accidental loss to a permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone if they are:

1. Your property; and
2. In **your auto** at the time of the loss.

## **LIMIT OF LIABILITY**

Our limit of liability as a result of any one occurrence shall be the amount needed to repair or replace the property with other property of like kind and quality.

## **COVERAGE FOR AUDIO TAPES, COMPACT DISCS AND OTHER MEDIA**



## OUR AGREEMENT

We will pay, with no deductible, for direct and accidental loss to tapes; records; discs; or other media if they are:

1. Your property;
2. In **your auto** at the time of the loss; and
3. Used with any device or instrument designed for the recording and/or reproduction of sound and are:
  - a. Permanently installed in the auto; or
  - b. Removable from a housing unit that is permanently installed in the auto and is designed to be solely operated by use of the power from the electrical system of the auto.

## LIMIT OF LIABILITY

Our limit of liability for the total of all losses to tapes, records, discs, or other media, as a result of any one occurrence shall be the lesser of:

1. \$200; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

## TOWING AND EMERGENCY ROAD SERVICE LABOR COSTS COVERAGE

We will pay, with no deductible, the cost to tow your auto to the repair facility of your choice within 50 miles of where your auto became disabled. If the nearest facility approved by the manufacturer to repair your auto is farther, we will pay the cost to transport it there. We will only pay for emergency road service labor costs performed at the place where the auto became disabled. We will pay for these costs each time **your auto** or any **non-owned** auto is disabled.

## COVERAGE FOR KEYS

### OUR AGREEMENT

We will pay, with no deductible, for loss of keys to **your auto** or **non-owned auto** which include:

1. The cost to copy or replace lost or stolen keys;
2. The labor costs to retrieve keys accidentally locked in the auto; or
3. The cost to re-key the auto locks when the keys are lost or stolen; and the auto is stolen and then recovered.

## COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG

### OUR AGREEMENT

We will pay, with no deductible, the cost to repair or replace an airbag passive restraint system for **your auto** that accidentally deploys. We will pay only when the accidental deployment is not caused by a **collision** or other than **collision** loss.

**American Automobile Insurance Company  
Massachusetts Private Passenger Automobile Insurance  
Miscellaneous Coverages & Vehicles**

---

**Miscellaneous Coverages**

**Medical Payments**

Limit	<u>\$5,000</u>	<u>\$10,000</u>	<u>\$15,000</u>	<u>\$20,000</u>	<u>\$25,000</u>	<u>\$50,000</u>	<u>\$100,000</u>
Rate	\$17	\$23	\$31	\$32	\$36	\$41	\$50

**Substitute Transportation**

per day	\$15	\$30	\$45	\$100
maximum	<u>\$450</u>	<u>\$900</u>	<u>\$1,350</u>	<u>\$3,000</u>
Rate	\$14	\$62	\$151	\$310

**Towing & Labor**

per disablement	<u>\$50</u>	<u>\$100</u>
Rate	\$8	\$17

**Other Covg**

Excess Electronic Equipment	Original Equipment Manufacturers Parts
Rule 46 \$4 per \$100 valuation	Rule 48 Collision 1.05
Customizing Equipment	Limited Collision 1.05
Rule 46	Comprehensive 1.01

Rule 35 **Prestige Auto® Premier**

Annual Premium Per Policy	
Single Car Rate	\$132
Multi Car Rate	\$257

**Miscellaneous Vehicles**

**Pick-ups** Apply factor to manual base rate excluding senior citizen discount.

Rule 32	Liability	100%	Collision	55%
			Limited Collision	100%
			Comprehensive	85%

**Other Veh** see Manual Rule page RS-3

Trailers	Rule 34
Motor Homes	Rule 39
Antiques	Rule 40
Motorcycles	Rule 44

**SECTION II - PRIVATE PASSENGER AUTOMOBILES (cont.)**

<b>Rule No.</b>	<b>Page</b>
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33 Towing and Labor .....	19
34 Trailers Designed for Use With Private Passenger Motor Vehicles.....	19
35 Prestige Auto® Premier .....	19 - 20
36-38 Reserved for Future Use .....	20

**SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES**

<b>Rule No.</b>	
39 Motor Homes/Camper Bodies .....	20
40 Antique Motor Cars and Motorcycles .....	20
41 Stated Amount Coverage.....	21
42-43 Reserved for Future Use .....	21
44 Motorcycles, Motorscooters, Mopeds and Similar Motor Vehicles .....	21
45 Agreed Amount Coverage - Comprehensive .....	22
46 Excess Electronic Equipment Coverage .....	23
47 Customized Vans and Pickups.....	23
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**SECTION IV - NON-OWNED AUTOMOBILES**

<b>Rule No.</b>	
49 Named Non-Owner Policy .....	25
50 Use of Other Automobiles.....	25
51-53 Reserved for Future Use .....	26

**SECTION V - SUPPLEMENTAL INFORMATION**

<b>Rule No.</b>	
54 Anti-Theft Device Standards and Discounts.....	27
55 Pre-Insurance Inspection Program .....	33
56 Merit Rating Plan.....	34
57 Reserved for Future Use.....	38
58 Registry of Motor Vehicles Procedures .....	38

**ADDITIONAL ITEMS**

Private Passenger Endorsement Index.....	B-1
Private Passenger Forms .....	B-2
Personal Auto Forms Index .....	B-3



All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

**RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B), refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

**RULE 33. TOWING AND LABOR**

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

**RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

**RULE 35. PRESTIGE AUTO® PREMIER**

Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

- ValueLock® Protection Coverage
- Worldwide Liability and Extended Non Owned Auto Coverage
- Pet Coverage
- Carjacking Coverage
- Transportation Expenses / Coverage for Rental Cars
- Coverage for Vehicle Modifications for the Disabled
- Coverage for Trip Interruption and Emergency Living Expenses
- Vehicle Identity Theft / Fraudulent Title Coverage
- Coverage for Electronic Equipment
- Customized Equipment Coverage
- Auto Loan/Lease Coverage
- Original Equipment Manufacturer Parts Coverage
- Waiver of Deductible
- Replacement Auto Search Assistance
- Coverage for Permanently Installed Telephones
- Coverage for Audio Tapes, Compact Discs, and Other Media
- Towing and Emergency Road Service Labor Costs Coverage
- Coverage for Keys
- Coverage for Accidental Deployment of an Airbag



Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

D. Other endorsements that should not be used if the Prestige Auto Premier endorsement is purchased:

- |  |                        |
|--|------------------------|
| 1. Agreed Amount – Comprehensive   | (MPY-0034-S Ed. 04-08) |
| 2. Coverage for Customized Vans and Pickups                                | (MPY-0037-S Ed. 04-08) |
| 3. Excess Electronic Equipment Coverage                                    | (MPY-0041-S Ed. 04-08) |
| 4. Original Equipment Manufacturer Parts Cov.                              | (MPY-0040-S Ed. 04-08) |
| 5. Stated Amount Coverage  | (MPY-0027-S Ed. 04-08) |
| 6. Use of Other Autos – Vehicles Furnished<br>Or Available for Regular Use | (MPY-0051-S Ed. 04-08) |
| 7. Waiver of Deductible  | (MPY-0016-S Ed. 04-08) |

**RULES 36- 38. RESERVED FOR FUTURE USE**



**PRIVATE PASSENGER ENDORSEMENTS  
ALPHABETICAL INDEX**

<u>TITLE</u>	<u>AIB FORM NO.</u>
Agreed Amount – Comprehensive	MPY-0034-S Ed. 04-08)
Antique Auto	M-0047-S (Ed. 04-08)
Coverage for Anyone Renting An Auto To You	M-0070-S (Ed. 04-08)
Coverage for Customized Vans and Pickups	MPY-0037-S (Ed. 04-08)
Excess Electronic Equipment Coverage	MPY-0041-S (Ed. 04-08)
\$100 Glass Deductible	MPY-0039-S (Ed. 04-08)
Guest Occupants Exclusion – Motorcycles	M-0002-S (Ed. 04-08)
Non-Renewal of Policy – Motorcycles, Recreational Vehicles and Trailers	M-0103-S (Ed. 04-08)
Operator Exclusion Form	M-0106-S (Ed. 04-08)
Original Equipment Manufacturer Parts Coverage	MPY-0040-S (Ed. 04-08)
Stated Amount Coverage	MPY-0027-S (Ed. 04-08)
Prestige Auto® Premier Coverage	102173 06-12 MA
Suspension of Coverage - Reduction of Limits	MPY-0032-S (Ed. 04-08)
Transportation of Fellow Employees, Students or Others	M-0004-S (Ed. 04-08)
Use of Other Autos - Vehicles Furnished or Available for Regular Use	M-0051-S (Ed. 04-08)
Use of Other Autos - Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052—S (Ed. 040-08)
Waiver of Deductible	MPY-0016-S (Ed. 04-08)

Rule No.	Page
32 Pick-Ups, Vans, and Similar Type Vehicles .....	18
33 Towing and Labor .....	19
34 Trailers Designed for Use With Private Passenger Motor Vehicles.....	19
<del>35 Prestige Auto® Premier .....</del>	<del>19 - 20</del>
<del>36-38 Reserved for Future Use .....</del>	<del>20</del>

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**ADDITIONAL ITEMS**

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Private Passenger Forms .....	B-2
Personal Auto Forms Index .....	B-3

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

### **RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

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Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

### **RULE 33. TOWING AND LABOR**

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

### **RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

### **RULE 35. PRESTIGE AUTO® PREMIER**

Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

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- [Worldwide Liability and Extended Non Owned Auto Coverage](#)
- [Pet Coverage](#)
- [Carjacking Coverage](#)
- [Transportation Expenses / Coverage for Rental Cars](#)
- [Coverage for Vehicle Modifications for the Disabled](#)
- [Coverage for Trip Interruption and Emergency Living Expenses](#)
- [Vehicle Identity Theft / Fraudulent Title Coverage](#)
- [Coverage for Electronic Equipment](#)
- [Customized Equipment Coverage](#)
- [Auto Loan/Lease Coverage](#)
- [Original Equipment Manufacturer Parts Coverage](#)
- [Waiver of Deductible](#)
- [Replacement Auto Search Assistance](#)
- [Coverage for Permanently Installed Telephones](#)
- [Coverage for Audio Tapes, Compact Discs, and Other Media](#)
- [Towing and Emergency Road Service Labor Costs Coverage](#)
- [Coverage for Keys](#)
- [Coverage for Accidental Deployment of an Airbag](#)



Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

D. Other endorsements that should not be used if the Prestige Auto Premier endorsement is purchased:

- |  |                               |
|--|-------------------------------|
| <u>1. Agreed Amount – Comprehensive</u>  | <u>(MPY-0034-S Ed. 04-08)</u> |
| <u>2. Coverage for Customized Vans and Pickups</u>                                 | <u>(MPY-0037-S Ed. 04-08)</u> |
| <u>3. Excess Electronic Equipment Coverage</u>                                     | <u>(MPY-0041-S Ed. 04-08)</u> |
| <u>4. Original Equipment Manufacturer Parts Cov.</u>                               | <u>(MPY-0040-S Ed. 04-08)</u> |
| <u>5. Stated Amount Coverage</u>   | <u>(MPY-0027-S Ed. 04-08)</u> |
| <u>6. Use of Other Autos – Vehicles Furnished<br/>Or Available for Regular Use</u> | <u>(MPY-0051-S Ed. 04-08)</u> |
| <u>7. Waiver of Deductible</u>   | <u>(MPY-0016-S Ed. 04-08)</u> |

**RULES 36- 38. RESERVED FOR FUTURE USE**

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**PRIVATE PASSENGER ENDORSEMENTS  
 ALPHABETICAL INDEX**

<u>TITLE</u>	<u>AIB FORM NO.</u>
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Antique Auto	M-0047-S (Ed. 04-08)
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<u>Prestige Auto® Premier Coverage</u>	<u>102173 06-12 MA</u>
Suspension of Coverage - Reduction of Limits	MPY-0032-S (Ed. 04-08)
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Use of Other Autos - Vehicles Furnished or Available for Regular Use	M-0051-S (Ed. 04-08)
Use of Other Autos - Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052—S (Ed. 040-08)
Waiver of Deductible	MPY-0016-S (Ed. 04-08)



## Prestige Auto<sup>®</sup> Premier - Coverage Endorsement

This endorsement changes your policy. Please read it carefully.

### ValueLock<sup>®</sup> COVERAGE SCHEDULE

Auto Description	ValueLock <sup>®</sup> Limit of Liability
	\$
	\$
	\$
	\$
	\$
	\$

### DEFINITIONS

The following provision replaces Definition 5.C.:

5.C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van, or similar vehicle to which you take title or lease as a permanent replacement for a described auto or as an additional auto. The broadest coverage of any of your autos shown on the Coverage Selections Page will apply to an additional auto if you ask us to insure it within 30 days after you take title or the effective date of the lease if:

1. The vehicle is in addition to any vehicle shown on the Coverage Selections Page; or
2. **You** want Collision and Comprehensive coverage.

If Collision or Comprehensive coverage do not apply to any auto shown on the Coverage Selections Page, you must ask us to insure it within 4 days after you take title; or the effective date of the lease. We will give these coverages with a deductible of \$500 to the additional auto.

Coverage begins from the date you take title or from the effective date of the lease of your auto. Coverage applies only if you ask us to insure the auto within the 4 days after **you** take title.

If a replacement or additional auto is a pick-up truck, van, or similar vehicle, it must not be used for the delivery or transporting of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

Under Parts 1, 2, 3, 4, 5, and 6 the term “your auto” also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

**The following definition is new:**

11. A **Non-Owned Auto** - means:

1. Any private passenger auto, pickup, van, or **trailer** not owned by, furnished, or available for the regular use of you or any **household member** while in the custody of or being operated by you or any **household member**; or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your auto**. This applies only if **your auto** is out of normal use because of the following:
  - a. its breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

For Collision and Comprehensive coverage, a **non-owned auto** also includes a private passenger auto, pickup, van, or trailer you rent or lease for 90 days or less.

**EXTENDED NON-OWNED AUTO COVERAGE**

**COVERAGE FOR VEHICLES FURNISHED FOR YOUR REGULAR USE**

The following items are added to and replace any conflicting provisions or endorsements in your policy.

1. Under Part 1, Part 4, and Part 5:
  - a. Coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use;
  - b. Coverage is also given for you or any **household member** while you maintain or use any auto while employed or engaged in any business; trade; or occupation; other than farming or ranching. We will not pay if the auto is used in the business or occupation of you or a **household member** while employed. We will not pay if the auto is engaged in the business; trade; or occupation of selling, repairing, servicing, storing, or parking autos designed for use mainly on public highways. This includes road testing and delivery;
  - c. Coverage is not given if the auto is owned by you or a **household member**.
2. Under Part 6, coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use. Coverage is not given if the auto is owned by you or a **household member**.
3. If someone covered under this endorsement is using an auto he or she does not own at the time of the accident, the owner’s auto insurance pays up to its limits before we pay.

**WORLDWIDE COVERAGE FOR OWNED, NON-OWNED, AND NEWLY ACQUIRED VEHICLES**

**WARNING**

In Mexico, and other countries, only liability coverage purchased from a local licensed insurance company will meet the auto insurance requirements of that country. If you fail to purchase any required insurance policy could result in fines or other penalties. Check with your rental car provider.

If you rent, borrow, or lease a **non-owned auto** outside of the United States of America, its territories or possessions, Puerto Rico, or Canada, your coverage under Part 1, Part 4, Part 5, Part 6, Part 7, Part 9, and Transportation Costs for loss of use will apply to the

operation or use of that auto by you or any **household member**. These coverages also apply if you purchase an auto, or temporarily relocate an auto shown in the Schedule or Coverage Selections Page. In order for these coverages to apply, the following must occur:

1. An underlying policy of auto liability insurance is purchased or given to **you**, to the extent required by the country or jurisdiction in which the auto is being operated. We will pay only that part of a covered loss that exceeds the limit of liability of that underlying policy;
2. The rental, lease, or use of the **non-owned auto** is for a period of not more than 90 days; and
3. You notify us within 30 days after you purchase or relocate an auto.

### **PET COVERAGE**

We will pay up to \$5,000 for reasonable veterinarian service charges to treat animals you own that are injured due to a **collision** while they are in **your auto** or a **non-owned auto**. This is the most we will pay for any one occurrence no matter how many animals are injured.

### **CARJACKING COVERAGE**

We will pay, with no deductible, carjacking expenses incurred by you or a **household member**. These costs must be solely and directly as a result of a carjacking and:

1. The occurrence involves the unlawful forced removal or detention of you or a **household member** while you operate or occupy **your auto** or **non-owned auto** during the theft or attempted theft of the auto; and
2. The carjacking is reported promptly to the police or other law enforcement agency.

Carjacking expenses include the reasonable and needed costs for:

1. Medical or psychiatric costs incurred within one year of the carjacking for you or a **household member** who witnessed the carjacking; and
2. Income continuation benefits if not able to resume the duties of you or a **household member's** usual occupation during the first 60 days following a carjacking. This coverage is excess over any other valid and collectible benefits including:
  - A. disability insurance;
  - B. workers compensation;
  - C. unemployment compensation;
  - D. salary or wage continuation plans; or
  - E. other similar plans.
3. Funeral Costs up to \$10,000 per person.
4. The Collision or Comprehensive deductible that would normally apply for damage to **your auto** or **non-owned auto**. If as a result of a carjacking, the deductible will be waived.

### **LIMIT OF LIABILITY**

Our limit of liability as a result of any one carjacking occurrence shall be the lesser of:

1. The actual reasonable and needed carjacking expenses incurred; or
2. \$100,000.

This is the most we will pay in spite of the number of:

1. Insureds;
2. Policies that apply;
3. Autos shown in the schedule or on the Coverage Selections Page; or
4. Claims made.

No one will be entitled to receive double payments for the same elements of loss under this or any other coverage given by this policy.

## **PART 7 – COLLISION AND PART 9 - COMPREHENSIVE**

### **MULTI-POLICY CONFORMITY OF COVERAGE**

Coverage given by this endorsement that applies to Part 7 and Part 9, applies to all private passenger autos owned by you that we insure. These autos are shown in the schedule or on the Coverage Selections Page on this or any other policy.

### **NEWLY ACQUIRED TRAILER OR CAMPER BODY**

The broadest coverage of any of **your autos** shown on the Coverage Selections Page will apply to a trailer or camper body you take title to during the policy period. You must ask us to insure it within 30 days after you become the owner.

### **LOSS TO MORE THAN ONE OF YOUR AUTOS**

We will pay for direct and accidental loss to **your auto** or any **non-owned auto, which** includes their equipment, minus any deductible that applies and is shown on the Coverage Selections Page. If loss to more than one of **your autos** or **non-owned autos** results from the same **collision** or other than **collision**, only one deductible, the lowest deductible that applies, will be used. We will pay for loss to **your auto** caused by:

1. Other than **collision** only if the Coverage Selections Page shows that Comprehensive Coverage applies for that auto; or
2. **Collision** only if the Coverage Selections Page shows that Collision Coverage applies for that auto.

If there is a loss to a **non-owned auto** we will provide the broadest coverage that applies to any **your auto** shown on the Coverage Selections Page.

### **ValueLock® COVERAGE**

**The following items replace any provisions in conflict** in Parts 7 and 9 of the policy:

#### **LIMIT OF LIABILITY**

- A. If there is a total loss to **your auto** shown in the Schedule or on the Coverage Selections Page, we will pay, with no deductible:
  1. The ValueLock® amount, which includes any sales tax, title and registration fees that apply; or
  2. The actual cash value, plus any applicable sales tax, title, and registration fees at the time of the loss. The actual cash value must be greater than the ValueLock® amount.

You agree we may change the ValueLock® amount shown in the Schedule or on the Coverage Selections Page at each annual renewal. This will be changed to reflect the current value of your auto.

- B. Except as set forth in C. below, if there is a loss to part of the property, or a total loss to **your auto** not shown in the schedule or on the Coverage Selections Page, or a **non-owned auto**, or a **trailer**, our limit of liability will be the lesser of:
1. The actual cash value of the stolen or damaged property; or
  2. The amount needed to repair or replace the property with other property of like kind and quality. The most we will pay for loss to any **non-owned auto** which is a **trailer** is \$2,500.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

C. If there is a loss to part of the property and the repair or replacement results in better than like kind or quality, we will waive the amount of betterment.

D. A loss will be considered a total loss when:

1. The entire auto is stolen; not recovered; and we offer to settle the loss; or
2. The salvage value of the auto, determined by us, plus the amount for labor and parts of like kind and quality needed to repair the auto, is equal to or greater than the actual cash value of the stolen or damaged auto; or
3. In our opinion the auto should be deemed to be a total loss.

The amount to be paid for a total loss will be reduced by the cost to repair or replace any previous damage to that auto. The amount will be reduced only if the previous damage had not been repaired or replaced.

#### **TRANSPORTATION EXPENSES/COVERAGE FOR RENTAL CARS (Collision and Comprehensive Losses)**

Part 10 of your policy is deleted and replaced by the following:

#### **TRANSPORTATION EXPENSES**

In addition, we will pay, with no deductible:

1. Expenses incurred by you, up to a maximum of \$10,000 for temporary comparable transportation in the event of a loss to **your auto**. We will pay for such expenses if the loss is caused by:
  - a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
  - b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.
2. Expenses for which you are legally responsible for a loss to a **non-owned auto**. We will pay for such expenses if the loss is caused by:
  - a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for any **your auto**;  
or
  - b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for any **your auto**.

We will pay only reasonable expenses incurred from the time when either:

- a. The police are notified of a total theft of **your auto** or **non-owned auto**; or
- b. The auto is withdrawn from use due to any other covered loss;

until your auto or non-owned auto is returned to use, or we pay for the loss.

Our payment will be limited to that period of time, within reason, required to repair or replace **your auto**, or the **non-owned auto**.

Reasonable time is defined as seven (7) days after our offer of settlement is made. If you do not agree with our offer of settlement, we must receive written notice from you within that seven (7) day period.

## **ADDITIONAL COVERAGES FOR PARTS 7 AND 9 – COLLISION AND COMPREHENSIVE**

The following items are added to and replace any provision in conflict in **Parts 7 and 9**. Coverage applies to loss caused by:

1. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
2. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.

## **VEHICLE MODIFICATION FOR THE DISABLED**

### **OUR AGREEMENT**

If you or a **household member** becomes permanently disabled as a result of an auto accident during the policy period, we will pay up to \$10,000 for reasonable and needed changes to one of your autos shown on the Coverage Selections Page. We will also pay up to \$10,000 for reasonable and needed changes to an auto you take title to in order to accommodate your disability. This coverage shall be excess over any other collectible source of recovery.

## **TRIP INTERRUPTION AND EMERGENCY LIVING EXPENSES (Including Mechanical Breakdown)**

### **OUR AGREEMENT**

We will pay with no deductible, up to a maximum limit of \$1,000 for reasonable temporary living expenses or comparable transportation expenses incurred by you as a result of a loss to **your auto** or **non-owned auto** caused by:

1. Mechanical or electrical breakdown; or
2. Direct and accidental loss caused by **collision** or other than **collision**.

This coverage applies only if:

1. The loss to, or mechanical or electrical breakdown of **your auto** occurs away from the customary garaging location and any intended stop of a prearranged itinerary; and
2. The auto is withdrawn from use for at least 24 hours.

### **LIMIT OF LIABILITY**

1. Our payment for Trip Interruption Coverage and Emergency Living Expenses will be limited for that period of time, within reason, required to:
  - A. Resume travel under a prearranged itinerary; or
  - B. Return home.
2. No one will be entitled to receive double payments for the same elements of loss under this coverage and Parts 7 and 9 of this policy.



## OTHER SOURCES OF RECOVERY

Any insurance we provide for Trip Interruption Coverage and Emergency Living Expenses shall be excess over any other collectible source of recovery including but not limited to:

1. Any coverage given by:
  - A. Auto warranties;
  - B. Auto clubs;
  - C. Mechanical breakdown or similar plans; or
2. Any other source of recovery that applies to the loss.

## VEHICLE IDENTITY THEFT/FRAUDULENT TITLE COVERAGE

We will pay, with no deductible, for costs within reason and necessarily incurred by an **insured** to establish ownership as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others. We will also pay for the loss of the auto if the title of **your auto** is shown to be fraudulent; and you did not know it was fraudulent; and the auto is confiscated by a public authority. This includes reasonable attorney fees with prior notice and approval by us.

## LIMIT OF LIABILITY

Our limit of liability as a result of any one occurrence shall be the lesser of:

1. The cost to establish ownership and clear the title; or
2. The ValueLock<sup>®</sup> amount, which includes any sales tax, title and registration fees that applies; or
3. The actual cash value, plus any sales tax, title, and registration fees that applies at the time of the loss. The actual cash value must be greater than the ValueLock<sup>®</sup> amount.

## COVERAGE FOR ELECTRONIC EQUIPMENT

### OUR AGREEMENT

We will pay for loss to any electronic equipment, including accessories used with such equipment, that is permanently installed and was included as standard or optional equipment by the auto manufacturer.

## CUSTOMIZING EQUIPMENT COVERAGE

### OUR AGREEMENT

We will pay for loss to any custom furnishings, or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

1. Special carpeting;
2. Furniture or bars;
3. Height-extending roofs;
4. Custom murals; paintings; or other decals or graphics.

## **AUTO LOAN/LEASE COVERAGE**

### **OUR AGREEMENT**

If there is a total loss to **your auto**, we will pay any unpaid amount due on the lease or loan for **your auto** up to the cost of **your auto** less:

1. The amount paid under Parts 7 and 9 of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the loss;
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
  - c. Security deposits not refunded by a lessor;
  - d. Costs for extended warranties; Credit Life insurance; Health; Accident; or Disability insurance purchased with the loan or lease;
  - e. Any amount payable under similar loan or lease terms or coverage given by the auto manufacturer, leasing company or financial institution; or
  - f. Costs incurred for prior leases or loans for autos other than your auto. These are also known as carryover loan balances.

## **COVERAGE FOR PERSONAL PROPERTY**

### **OUR AGREEMENT**

We will pay, with no deductible, for direct and accidental loss to personal property not otherwise excluded by this policy. This coverage applies only if the covered personal property is:

1. Owned or used by you or any **household member**; and
2. In **your auto** at the time of the loss; and
3. The loss was not caused by theft unless the entire auto was stolen.

### **EXCLUSIONS**

We do not cover:

1. Articles separately described and specifically insured elsewhere in this policy or any other insurance policy;
2. Watercraft, including their trailers, furnishings, equipment and outboard motors; or
3. Any motorized vehicle.

### **LIMIT OF LIABILITY**

Our limit of liability for the total of all losses to personal property as a result of any one occurrence shall be the lesser of:

1. \$1,000; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

## **ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS**

### **OUR AGREEMENT**

We will pay for replacement parts, other than window glass, made by the original manufacturer used to repair any covered loss to **your auto** unless such parts are no longer being made. Replacement parts may be used or remanufactured if such parts are available. If the vehicle has 20,000 or fewer miles, new original equipment manufacturer replacement parts will be used.

## **WAIVER OF DEDUCTIBLE**

### **OUR AGREEMENT**

When there is a loss to **your auto** insured for Collision Coverage, no deductible will apply if, at the time repairs are complete, we have been able to determine that:

1. The loss was caused by a **collision** with another auto;
2. The owner or operator of the other auto has been identified and is legally responsible; and
3. The other auto is covered under a liability bond or policy that applies to the loss.

## **REPLACEMENT AUTO SEARCH ASSISTANCE**

In the event of a total loss to **your auto**, we will assist you in locating a new or used replacement auto through our vehicle locator service. This service is available at no cost upon your request.

## **COVERAGE FOR PERMANENTLY INSTALLED TELEPHONES**

### **OUR AGREEMENT**

We will pay, with no deductible, for direct and accidental loss to a permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone if they are:

1. Your property; and
2. In **your auto** at the time of the loss.

### **LIMIT OF LIABILITY**

Our limit of liability as a result of any one occurrence shall be the amount needed to repair or replace the property with other property of like kind and quality.

## **COVERAGE FOR AUDIO TAPES, COMPACT DISCS AND OTHER MEDIA**

### **OUR AGREEMENT**

We will pay, with no deductible, for direct and accidental loss to tapes; records; discs; or other media if they are:

1. Your property;
2. In **your auto** at the time of the loss; and
3. Used with any device or instrument designed for the recording and/or reproduction of sound and are:

- a. Permanently installed in the auto; or
- b. Removable from a housing unit that is permanently installed in the auto and is designed to be solely operated by use of the power from the electrical system of the auto.

#### LIMIT OF LIABILITY

Our limit of liability for the total of all losses to tapes, records, discs, or other media, as a result of any one occurrence shall be the lesser of:

1. \$200; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

#### TOWING AND EMERGENCY ROAD SERVICE LABOR COSTS COVERAGE

We will pay, with no deductible, the cost to tow your auto to the repair facility of your choice within 50 miles of where your auto became disabled. If the nearest facility approved by the manufacturer to repair your auto is farther, we will pay the cost to transport it there. We will only pay for emergency road service labor costs performed at the place where the auto became disabled. We will pay for these costs each time **your auto** or any **non-owned** auto is disabled.

#### COVERAGE FOR KEYS

##### OUR AGREEMENT

We will pay, with no deductible, for loss of keys to **your auto** or **non-owned auto** which include:

1. The cost to copy or replace lost or stolen keys;
2. The labor costs to retrieve keys accidentally locked in the auto; or
3. The cost to re-key the auto locks when the keys are lost or stolen; and the auto is stolen and then recovered.

#### COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG

##### OUR AGREEMENT

We will pay, with no deductible, the cost to repair or replace an airbag passive restraint system for **your auto** that accidentally deploys. We will pay only when the accidental deployment is not caused by a **collision** or other than **collision** loss.



All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

**RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B), refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

**RULE 33. TOWING AND LABOR**

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

**RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

**RULE 35. PRESTIGE AUTO® PREMIER**

Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

- ValueLock® Protection Coverage
- Worldwide Liability and Extended Non Owned Auto Coverage
- Pet Coverage
- Carjacking Coverage
- Transportation Expenses / Coverage for Rental Cars
- Coverage for Vehicle Modifications for the Disabled
- Coverage for Trip Interruption and Emergency Living Expenses
- Vehicle Identity Theft / Fraudulent Title Coverage
- Coverage for Electronic Equipment
- Customized Equipment Coverage
- Auto Loan/Lease Coverage
- Full Window Glass Coverage
- Original Equipment Manufacturer Parts Coverage
- Waiver of Deductible
- Replacement Auto Search Assistance
- Coverage for Permanently Installed Telephones
- Coverage for Audio Tapes, Compact Discs, and Other Media
- Towing and Emergency Road Service Labor Costs Coverage
- Coverage for Keys
- Coverage for Accidental Deployment of an Airbag



Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

D. Other endorsements that should not be used if the Prestige Auto Premier endorsement is purchased:

- |  |                        |
|--|------------------------|
| 1. Agreed Amount – Comprehensive   | (MPY-0034-S Ed. 04-08) |
| 2. Coverage for Customized Vans and Pickups                                | (MPY-0037-S Ed. 04-08) |
| 3. Excess Electronic Equipment Coverage                                    | (MPY-0041-S Ed. 04-08) |
| 4. \$100 Glass Deductible  | (MPY-0039-S Ed. 04-08) |
| 5. Original Equipment Manufacturer Parts Cov.                              | (MPY-0040-S Ed. 04-08) |
| 6. Stated Amount Coverage  | (MPY-0027-S Ed. 04-08) |
| 7. Use of Other Autos – Vehicles Furnished<br>Or Available for Regular Use | (MPY-0051-S Ed. 04-08) |
| 8. Waiver of Deductible  | (MPY-0016-S Ed. 04-08) |

**RULES 36- 38. RESERVED FOR FUTURE USE**

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

### **RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B), refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

### **RULE 33. TOWING AND LABOR**

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

### **RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

### **RULE 35. PRESTIGE AUTO® PREMIER**

Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

- [ValueLock® Protection Coverage](#)
- [Worldwide Liability and Extended Non Owned Auto Coverage](#)
- [Pet Coverage](#)
- [Carjacking Coverage](#)
- [Transportation Expenses / Coverage for Rental Cars](#)
- [Coverage for Vehicle Modifications for the Disabled](#)
- [Coverage for Trip Interruption and Emergency Living Expenses](#)
- [Vehicle Identity Theft / Fraudulent Title Coverage](#)
- [Coverage for Electronic Equipment](#)
- [Customized Equipment Coverage](#)
- [Auto Loan/Lease Coverage](#)
- [Full Window Glass Coverage](#)
- [Original Equipment Manufacturer Parts Coverage](#)
- [Waiver of Deductible](#)
- [Replacement Auto Search Assistance](#)
- [Coverage for Permanently Installed Telephones](#)
- [Coverage for Audio Tapes, Compact Discs, and Other Media](#)
- [Towing and Emergency Road Service Labor Costs Coverage](#)
- [Coverage for Keys](#)
- [Coverage for Accidental Deployment of an Airbag](#)

Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

D. Other endorsements that should not be used if the Prestige Auto Premier endorsement is purchased:

- |  |                               |
|--|-------------------------------|
| <u>1. Agreed Amount – Comprehensive</u>  | <u>(MPY-0034-S Ed. 04-08)</u> |
| <u>2. Coverage for Customized Vans and Pickups</u>                                 | <u>(MPY-0037-S Ed. 04-08)</u> |
| <u>3. Excess Electronic Equipment Coverage</u>                                     | <u>(MPY-0041-S Ed. 04-08)</u> |
| <u>4. \$100 Glass Deductible</u>   | <u>(MPY-0039-S Ed. 04-08)</u> |
| <u>5. Original Equipment Manufacturer Parts Cov.</u>                               | <u>(MPY-0040-S Ed. 04-08)</u> |
| <u>6. Stated Amount Coverage</u>   | <u>(MPY-0027-S Ed. 04-08)</u> |
| <u>7. Use of Other Autos – Vehicles Furnished<br/>Or Available for Regular Use</u> | <u>(MPY-0051-S Ed. 04-08)</u> |
| <u>8. Waiver of Deductible</u>   | <u>(MPY-0016-S Ed. 04-08)</u> |

**RULES 36- 38. RESERVED FOR FUTURE USE**

Deleted: 35





## Prestige Auto<sup>®</sup> Premier - Coverage Endorsement

This endorsement changes your policy. Please read it carefully.

### ValueLock<sup>®</sup> COVERAGE SCHEDULE

Auto Description	ValueLock <sup>®</sup> Limit of Liability
	\$
	\$
	\$
	\$
	\$
	\$

### DEFINITIONS

The following provision replaces Definition 5.C.:

5.C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van, or similar vehicle to which you take title or lease as a permanent replacement for a described auto or as an additional auto. The broadest coverage of any of your autos shown on the Coverage Selections Page will apply to an additional auto if you ask us to insure it within 30 days after you take title or the effective date of the lease if:

1. The vehicle is in addition to any vehicle shown on the Coverage Selections Page; or
2. **You** want Collision and Comprehensive coverage.

If Collision or Comprehensive coverage do not apply to any auto shown on the Coverage Selections Page, you must ask us to insure it within 4 days after you take title; or the effective date of the lease. We will give these coverages with a deductible of \$500 to the additional auto.

Coverage begins from the date you take title or from the effective date of the lease of your auto. Coverage applies only if you ask us to insure the auto within the 4 days after **you** take title.

If a replacement or additional auto is a pick-up truck, van, or similar vehicle, it must not be used for the delivery or transporting of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

Under Parts 1, 2, 3, 4, 5, and 6 the term “your auto” also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

**The following definition is new:**

11. A **Non-Owned Auto** - means:

1. Any private passenger auto, pickup, van, or **trailer** not owned by, furnished, or available for the regular use of you or any **household member** while in the custody of or being operated by you or any **household member**; or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your auto**. This applies only if **your auto** is out of normal use because of the following:
  - a. its breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

For Collision and Comprehensive coverage, a **non-owned auto** also includes a private passenger auto, pickup, van, or trailer you rent or lease for 90 days or less.

**EXTENDED NON-OWNED AUTO COVERAGE**

**COVERAGE FOR VEHICLES FURNISHED FOR YOUR REGULAR USE**

The following items are added to and replace any conflicting provisions or endorsements in your policy.

1. Under Part 1, Part 4, and Part 5:
  - a. Coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use;
  - b. Coverage is also given for you or any **household member** while you maintain or use any auto while employed or engaged in any business; trade; or occupation; other than farming or ranching. We will not pay if the auto is used in the business or occupation of you or a **household member** while employed. We will not pay if the auto is engaged in the business; trade; or occupation of selling, repairing, servicing, storing, or parking autos designed for use mainly on public highways. This includes road testing and delivery;
  - c. Coverage is not given if the auto is owned by you or a **household member**.
2. Under Part 6, coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use. Coverage is not given if the auto is owned by you or a **household member**.
3. If someone covered under this endorsement is using an auto he or she does not own at the time of the accident, the owner’s auto insurance pays up to its limits before we pay.

**WORLDWIDE COVERAGE FOR OWNED, NON-OWNED, AND NEWLY ACQUIRED VEHICLES**

**WARNING**

In Mexico, and other countries, only liability coverage purchased from a local licensed insurance company will meet the auto insurance requirements of that country. If you fail to purchase any required insurance policy could result in fines or other penalties. Check with your rental car provider.

If you rent, borrow, or lease a **non-owned auto** outside of the United States of America, its territories or possessions, Puerto Rico, or Canada, your coverage under Part 1, Part 4, Part 5, Part 6, Part 7, Part 9, and Transportation Costs for loss of use will apply to the

operation or use of that auto by you or any **household member**. These coverages also apply if you purchase an auto, or temporarily relocate an auto shown in the Schedule or Coverage Selections Page. In order for these coverages to apply, the following must occur:

1. An underlying policy of auto liability insurance is purchased or given to **you**, to the extent required by the country or jurisdiction in which the auto is being operated. We will pay only that part of a covered loss that exceeds the limit of liability of that underlying policy;
2. The rental, lease, or use of the **non-owned auto** is for a period of not more than 90 days; and
3. You notify us within 30 days after you purchase or relocate an auto.

### **PET COVERAGE**

We will pay up to \$5,000 for reasonable veterinarian service charges to treat animals you own that are injured due to a **collision** while they are in **your auto** or a **non-owned auto**. This is the most we will pay for any one occurrence no matter how many animals are injured.

### **CARJACKING COVERAGE**

We will pay, with no deductible, carjacking expenses incurred by you or a **household member**. These costs must be solely and directly as a result of a carjacking and:

1. The occurrence involves the unlawful forced removal or detention of you or a **household member** while you operate or occupy **your auto** or **non-owned auto** during the theft or attempted theft of the auto; and
2. The carjacking is reported promptly to the police or other law enforcement agency.

Carjacking expenses include the reasonable and needed costs for:

1. Medical or psychiatric costs incurred within one year of the carjacking for you or a **household member** who witnessed the carjacking; and
2. Income continuation benefits if not able to resume the duties of you or a **household member's** usual occupation during the first 60 days following a carjacking. This coverage is excess over any other valid and collectible benefits including:
  - A. disability insurance;
  - B. workers compensation;
  - C. unemployment compensation;
  - D. salary or wage continuation plans; or
  - E. other similar plans.
3. Funeral Costs up to \$10,000 per person.
4. The Collision or Comprehensive deductible that would normally apply for damage to **your auto** or **non-owned auto**. If as a result of a carjacking, the deductible will be waived.

### **LIMIT OF LIABILITY**

Our limit of liability as a result of any one carjacking occurrence shall be the lesser of:

1. The actual reasonable and needed carjacking expenses incurred; or
2. \$100,000.

This is the most we will pay in spite of the number of:

1. Insureds;
2. Policies that apply;
3. Autos shown in the schedule or on the Coverage Selections Page; or
4. Claims made.

No one will be entitled to receive double payments for the same elements of loss under this or any other coverage given by this policy.

## **PART 7 – COLLISION AND PART 9 - COMPREHENSIVE**

### **MULTI-POLICY CONFORMITY OF COVERAGE**

Coverage given by this endorsement that applies to Part 7 and Part 9, applies to all private passenger autos owned by you that we insure. These autos are shown in the schedule or on the Coverage Selections Page on this or any other policy.

### **NEWLY ACQUIRED TRAILER OR CAMPER BODY**

The broadest coverage of any of **your autos** shown on the Coverage Selections Page will apply to a trailer or camper body you take title to during the policy period. You must ask us to insure it within 30 days after you become the owner.

### **LOSS TO MORE THAN ONE OF YOUR AUTOS**

We will pay for direct and accidental loss to **your auto** or any **non-owned auto, which** includes their equipment, minus any deductible that applies and is shown on the Coverage Selections Page. If loss to more than one of **your autos** or **non-owned autos** results from the same **collision** or other than **collision**, only one deductible, the lowest deductible that applies, will be used. We will pay for loss to **your auto** caused by:

1. Other than **collision** only if the Coverage Selections Page shows that Comprehensive Coverage applies for that auto; or
2. **Collision** only if the Coverage Selections Page shows that Collision Coverage applies for that auto.

If there is a loss to a **non-owned auto** we will provide the broadest coverage that applies to any **your auto** shown on the Coverage Selections Page.

### **ValueLock® COVERAGE**

**The following items replace any provisions in conflict** in Parts 7 and 9 of the policy:

#### **LIMIT OF LIABILITY**

- A. If there is a total loss to **your auto** shown in the Schedule or on the Coverage Selections Page, we will pay, with no deductible:
  1. The ValueLock® amount, which includes any sales tax, title and registration fees that apply; or
  2. The actual cash value, plus any applicable sales tax, title, and registration fees at the time of the loss. The actual cash value must be greater than the ValueLock® amount.

You agree we may change the ValueLock® amount shown in the Schedule or on the Coverage Selections Page at each annual renewal. This will be changed to reflect the current value of your auto.

- B. Except as set forth in C. below, if there is a loss to part of the property, or a total loss to **your auto** not shown in the schedule or on the Coverage Selections Page, or a **non-owned auto**, or a **trailer**, our limit of liability will be the lesser of:
1. The actual cash value of the stolen or damaged property; or
  2. The amount needed to repair or replace the property with other property of like kind and quality. The most we will pay for loss to any **non-owned auto** which is a **trailer** is \$2,500.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

C. If there is a loss to part of the property and the repair or replacement results in better than like kind or quality, we will waive the amount of betterment.

D. A loss will be considered a total loss when:

1. The entire auto is stolen; not recovered; and we offer to settle the loss; or
2. The salvage value of the auto, determined by us, plus the amount for labor and parts of like kind and quality needed to repair the auto, is equal to or greater than the actual cash value of the stolen or damaged auto; or
3. In our opinion the auto should be deemed to be a total loss.

The amount to be paid for a total loss will be reduced by the cost to repair or replace any previous damage to that auto. The amount will be reduced only if the previous damage had not been repaired or replaced.

#### **TRANSPORTATION EXPENSES/COVERAGE FOR RENTAL CARS (Collision and Comprehensive Losses)**

Part 10 of your policy is deleted and replaced by the following:

#### **TRANSPORTATION EXPENSES**

In addition, we will pay, with no deductible:

1. Expenses incurred by you, up to a maximum of \$10,000 for temporary comparable transportation in the event of a loss to **your auto**. We will pay for such expenses if the loss is caused by:
  - a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
  - b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.
2. Expenses for which you are legally responsible for a loss to a **non-owned auto**. We will pay for such expenses if the loss is caused by:
  - a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for any **your auto**;  
or
  - b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for any **your auto**.

We will pay only reasonable expenses incurred from the time when either:

- a. The police are notified of a total theft of **your auto** or **non-owned auto**; or
- b. The auto is withdrawn from use due to any other covered loss;

until your auto or non-owned auto is returned to use, or we pay for the loss.

Our payment will be limited to that period of time, within reason, required to repair or replace **your auto**, or the **non-owned auto**.

Reasonable time is defined as seven (7) days after our offer of settlement is made. If you do not agree with our offer of settlement, we must receive written notice from you within that seven (7) day period.

## **ADDITIONAL COVERAGES FOR PARTS 7 AND 9 – COLLISION AND COMPREHENSIVE**

The following items are added to and replace any provision in conflict in **Parts 7 and 9**. Coverage applies to loss caused by:

1. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
2. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.

## **VEHICLE MODIFICATION FOR THE DISABLED**

### **OUR AGREEMENT**

If you or a **household member** becomes permanently disabled as a result of an auto accident during the policy period, we will pay up to \$10,000 for reasonable and needed changes to one of your autos shown on the Coverage Selections Page. We will also pay up to \$10,000 for reasonable and needed changes to an auto you take title to in order to accommodate your disability. This coverage shall be excess over any other collectible source of recovery.

## **TRIP INTERRUPTION AND EMERGENCY LIVING EXPENSES (Including Mechanical Breakdown)**

### **OUR AGREEMENT**

We will pay with no deductible, up to a maximum limit of \$1,000 for reasonable temporary living expenses or comparable transportation expenses incurred by you as a result of a loss to **your auto** or **non-owned auto** caused by:

1. Mechanical or electrical breakdown; or
2. Direct and accidental loss caused by **collision** or other than **collision**.

This coverage applies only if:

1. The loss to, or mechanical or electrical breakdown of **your auto** occurs away from the customary garaging location and any intended stop of a prearranged itinerary; and
2. The auto is withdrawn from use for at least 24 hours.

### **LIMIT OF LIABILITY**

1. Our payment for Trip Interruption Coverage and Emergency Living Expenses will be limited for that period of time, within reason, required to:
  - A. Resume travel under a prearranged itinerary; or
  - B. Return home.
2. No one will be entitled to receive double payments for the same elements of loss under this coverage and Parts 7 and 9 of this policy.

## OTHER SOURCES OF RECOVERY

Any insurance we provide for Trip Interruption Coverage and Emergency Living Expenses shall be excess over any other collectible source of recovery including but not limited to:

1. Any coverage given by:
  - A. Auto warranties;
  - B. Auto clubs;
  - C. Mechanical breakdown or similar plans; or
2. Any other source of recovery that applies to the loss.

## VEHICLE IDENTITY THEFT/FRAUDULENT TITLE COVERAGE

We will pay, with no deductible, for costs within reason and necessarily incurred by an **insured** to establish ownership as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others. We will also pay for the loss of the auto if the title of **your auto** is shown to be fraudulent; and you did not know it was fraudulent; and the auto is confiscated by a public authority. This includes reasonable attorney fees with prior notice and approval by us.

## LIMIT OF LIABILITY

Our limit of liability as a result of any one occurrence shall be the lesser of:

1. The cost to establish ownership and clear the title; or
2. The ValueLock<sup>®</sup> amount, which includes any sales tax, title and registration fees that applies; or
3. The actual cash value, plus any sales tax, title, and registration fees that applies at the time of the loss. The actual cash value must be greater than the ValueLock<sup>®</sup> amount.

## COVERAGE FOR ELECTRONIC EQUIPMENT

### OUR AGREEMENT

We will pay for loss to any electronic equipment, including accessories used with such equipment, that is permanently installed and was included as standard or optional equipment by the auto manufacturer.

## CUSTOMIZING EQUIPMENT COVERAGE

### OUR AGREEMENT

We will pay for loss to any custom furnishings, or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

1. Special carpeting;
2. Furniture or bars;
3. Height-extending roofs;
4. Custom murals; paintings; or other decals or graphics.

## **AUTO LOAN/LEASE COVERAGE**

### **OUR AGREEMENT**

If there is a total loss to **your auto**, we will pay any unpaid amount due on the lease or loan for **your auto** up to the cost of **your auto** less:

1. The amount paid under Parts 7 and 9 of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the loss;
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
  - c. Security deposits not refunded by a lessor;
  - d. Costs for extended warranties; Credit Life insurance; Health; Accident; or Disability insurance purchased with the loan or lease;
  - e. Any amount payable under similar loan or lease terms or coverage given by the auto manufacturer, leasing company or financial institution; or
  - f. Costs incurred for prior leases or loans for autos other than your auto. These are also known as carryover loan balances.

## **COVERAGE FOR PERSONAL PROPERTY**

### **OUR AGREEMENT**

We will pay, with no deductible, for direct and accidental loss to personal property not otherwise excluded by this policy. This coverage applies only if the covered personal property is:

1. Owned or used by you or any **household member**; and
2. In **your auto** at the time of the loss; and
3. The loss was not caused by theft unless the entire auto was stolen.

### **EXCLUSIONS**

We do not cover:

1. Articles separately described and specifically insured elsewhere in this policy or any other insurance policy;
2. Watercraft, including their trailers, furnishings, equipment and outboard motors; or
3. Any motorized vehicle.

### **LIMIT OF LIABILITY**

Our limit of liability for the total of all losses to personal property as a result of any one occurrence shall be the lesser of:

1. \$1,000; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

## **FULL COVERAGE WINDOW GLASS**

### **OUR AGREEMENT**

We will pay, with no deductible, under Part 9, for a claim that involves only window glass breakage on **your auto**.



## **ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS**

### **OUR AGREEMENT**

We will pay for replacement parts, other than window glass, made by the original manufacturer used to repair any covered loss to **your auto** unless such parts are no longer being made. Replacement parts may be used or remanufactured if such parts are available. If the vehicle has 20,000 or fewer miles, the original manufacturer equipment replacement parts will be used.

## **WAIVER OF DEDUCTIBLE**

### **OUR AGREEMENT**

When there is a loss to **your auto** insured for Collision Coverage, no deductible will apply if, at the time repairs are complete, we have been able to determine that:

1. The loss was caused by a **collision** with another auto;
2. The owner or operator of the other auto has been identified and is legally responsible; and
3. The other auto is covered under a liability bond or policy that applies to the loss.

## **REPLACEMENT AUTO SEARCH ASSISTANCE**

In the event of a total loss to **your auto**, we will assist you in locating a new or used replacement auto through our vehicle locator service. This service is available at no cost upon your request.

## **COVERAGE FOR PERMANENTLY INSTALLED TELEPHONES**

### **OUR AGREEMENT**

We will pay, with no deductible, for direct and accidental loss to a permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone if they are:

1. Your property; and
2. In **your auto** at the time of the loss.

### **LIMIT OF LIABILITY**

Our limit of liability as a result of any one occurrence shall be the amount needed to repair or replace the property with other property of like kind and quality.

## **COVERAGE FOR AUDIO TAPES, COMPACT DISCS AND OTHER MEDIA**

### **OUR AGREEMENT**

We will pay, with no deductible, for direct and accidental loss to tapes; records; discs; or other media if they are:

1. Your property;
2. In **your auto** at the time of the loss; and
3. Used with any device or instrument designed for the recording and/or reproduction of sound and are:

- a. Permanently installed in the auto; or
- b. Removable from a housing unit that is permanently installed in the auto and is designed to be solely operated by use of the power from the electrical system of the auto.

#### LIMIT OF LIABILITY

Our limit of liability for the total of all losses to tapes, records, discs, or other media, as a result of any one occurrence shall be the lesser of:

1. \$200; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

#### TOWING AND EMERGENCY ROAD SERVICE LABOR COSTS COVERAGE

We will pay, with no deductible, the cost to tow your auto to the repair facility of your choice within 50 miles of where your auto became disabled. If the nearest facility approved by the manufacturer to repair your auto is farther, we will pay the cost to transport it there. We will only pay for emergency road service labor costs performed at the place where the auto became disabled. We will pay for these costs each time **your auto** or any **non-owned** auto is disabled.

#### COVERAGE FOR KEYS

##### OUR AGREEMENT

We will pay, with no deductible, for loss of keys to **your auto** or **non-owned auto** which include:

1. The cost to copy or replace lost or stolen keys;
2. The labor costs to retrieve keys accidentally locked in the auto; or
3. The cost to re-key the auto locks when the keys are lost or stolen; and the auto is stolen and then recovered.

#### COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG

##### OUR AGREEMENT

We will pay, with no deductible, the cost to repair or replace an airbag passive restraint system for **your auto** that accidentally deploys. We will pay only when the accidental deployment is not caused by a **collision** or other than **collision** loss.

**American Automobile Insurance Company**  
**Massachusetts Private Passenger Automobile Insurance**  
**Miscellaneous Coverages & Vehicles**

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**Miscellaneous Coverages**

**Medical Payments**

Limit	<u>\$5,000</u>	<u>\$10,000</u>	<u>\$15,000</u>	<u>\$20,000</u>	<u>\$25,000</u>	<u>\$50,000</u>	<u>\$100,000</u>
Rate	\$17	\$23	\$31	\$32	\$36	\$41	\$50

**Substitute Transportation**

per day	\$15	\$30	\$45	\$100
maximum	<u>\$450</u>	<u>\$900</u>	<u>\$1,350</u>	<u>\$3,000</u>
Rate	\$14	\$62	\$151	\$310

**Towing & Labor**

per disablement	<u>\$50</u>	<u>\$100</u>
Rate	\$8	\$17

**Other Covg**

Excess Electronic Equipment	Original Equipment Manufacturers Parts
Rule 46 \$4 per \$100 valuation	Rule 48 Collision 1.05
Customizing Equipment	Limited Collision 1.05
Rule 46	Comprehensive 1.01

Rule 35 **Prestige Auto® Premier**

Annual Premium Per Policy	
Single Car Rate	\$132
Multi Car Rate	\$257

**Miscellaneous Vehicles**

**Pick-ups** Apply factor to manual base rate excluding senior citizen discount.

Rule 32	Liability	100%	Collision	55%
			Limited Collision	100%
			Comprehensive	85%

**Other Veh** see Manual Rule page RS-3

Trailers	Rule 34
Motor Homes	Rule 39
Antiques	Rule 40
Motorcycles	Rule 44



## Prestige Auto<sup>®</sup> Premier - Coverage Endorsement

This endorsement changes your policy. Please read it carefully.

### ValueLock<sup>®</sup> COVERAGE SCHEDULE

Auto Description	ValueLock <sup>®</sup> Limit of Liability
	\$
	\$
	\$
	\$
	\$
	\$

### DEFINITIONS

The following provision replaces Definition 5.C.:

5.C. A private passenger auto, **trailer**, motorcycle, pick-up truck, van, or similar vehicle to which you take title or lease as a permanent replacement for a described auto or as an additional auto. The broadest coverage of any of your autos shown on the Coverage Selections Page will apply to an additional auto if you ask us to insure it within 30 days after you take title or the effective date of the lease if:

1. The vehicle is in addition to any vehicle shown on the Coverage Selections Page; or
2. **You** want Collision and Comprehensive coverage.

If Collision or Comprehensive coverage do not apply to any auto shown on the Coverage Selections Page, you must ask us to insure it within 4 days after you take title; or the effective date of the lease. We will give these coverages with a deductible of \$500 to the additional auto.

Coverage begins from the date you take title or from the effective date of the lease of your auto. Coverage applies only if you ask us to insure the auto within the 4 days after **you** take title.

If a replacement or additional auto is a pick-up truck, van, or similar vehicle, it must not be used for the delivery or transporting of goods or materials unless such use is incidental to your business of installing, maintaining, or repairing furnishings or equipment.

Under Parts 1, 2, 3, 4, 5, and 6 the term “your auto” also includes any **trailer** not described on the Coverage Selections Page as covered under those Parts.

**The following definition is new:**

11. A **Non-Owned Auto** - means:

1. Any private passenger auto, pickup, van, or **trailer** not owned by, furnished, or available for the regular use of you or any **household member** while in the custody of or being operated by you or any **household member**; or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your auto**. This applies only if **your auto** is out of normal use because of the following:
  - a. its breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

For Collision and Comprehensive coverage, a **non-owned auto** also includes a private passenger auto, pickup, van, or trailer you rent or lease for 90 days or less.

**EXTENDED NON-OWNED AUTO COVERAGE**

**COVERAGE FOR VEHICLES FURNISHED FOR YOUR REGULAR USE**

The following items are added to and replace any conflicting provisions or endorsements in your policy.

1. Under Part 1, Part 4, and Part 5:
  - a. Coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use;
  - b. Coverage is also given for you or any **household member** while you maintain or use any auto while employed or engaged in any business; trade; or occupation; other than farming or ranching. We will not pay if the auto is used in the business or occupation of you or a **household member** while employed. We will not pay if the auto is engaged in the business; trade; or occupation of selling, repairing, servicing, storing, or parking autos designed for use mainly on public highways. This includes road testing and delivery;
  - c. Coverage is not given if the auto is owned by you or a **household member**.
2. Under Part 6, coverage is given for you or any **household member** for any auto, other than **your auto**, which is furnished or available for your regular use. Coverage is not given if the auto is owned by you or a **household member**.
3. If someone covered under this endorsement is using an auto he or she does not own at the time of the accident, the owner’s auto insurance pays up to its limits before we pay.

**WORLDWIDE COVERAGE FOR OWNED, NON-OWNED, AND NEWLY ACQUIRED VEHICLES**

**WARNING**

In Mexico, and other countries, only liability coverage purchased from a local licensed insurance company will meet the auto insurance requirements of that country. If you fail to purchase any required insurance policy could result in fines or other penalties. Check with your rental car provider.

If you rent, borrow, or lease a **non-owned auto** outside of the United States of America, its territories or possessions, Puerto Rico, or Canada, your coverage under Part 1, Part 4, Part 5, Part 6, Part 7, Part 9, and Transportation Costs for loss of use will apply to the

operation or use of that auto by you or any **household member**. These coverages also apply if you purchase an auto, or temporarily relocate an auto shown in the Schedule or Coverage Selections Page. In order for these coverages to apply, the following must occur:

1. An underlying policy of auto liability insurance is purchased or given to **you**, to the extent required by the country or jurisdiction in which the auto is being operated. We will pay only that part of a covered loss that exceeds the limit of liability of that underlying policy;
2. The rental, lease, or use of the **non-owned auto** is for a period of not more than 90 days; and
3. You notify us within 30 days after you purchase or relocate an auto.

### **PET COVERAGE**

We will pay up to \$5,000 for reasonable veterinarian service charges to treat animals you own that are injured due to a **collision** while they are in **your auto** or a **non-owned auto**. This is the most we will pay for any one occurrence no matter how many animals are injured.

### **CARJACKING COVERAGE**

We will pay, with no deductible, carjacking expenses incurred by you or a **household member**. These costs must be solely and directly as a result of a carjacking and:

1. The occurrence involves the unlawful forced removal or detention of you or a **household member** while you operate or occupy **your auto** or **non-owned auto** during the theft or attempted theft of the auto; and
2. The carjacking is reported promptly to the police or other law enforcement agency.

Carjacking expenses include the reasonable and needed costs for:

1. Medical or psychiatric costs incurred within one year of the carjacking for you or a **household member** who witnessed the carjacking; and
2. Income continuation benefits if not able to resume the duties of you or a **household member's** usual occupation during the first 60 days following a carjacking. This coverage is excess over any other valid and collectible benefits including:
  - A. disability insurance;
  - B. workers compensation;
  - C. unemployment compensation;
  - D. salary or wage continuation plans; or
  - E. other similar plans.
3. Funeral Costs up to \$10,000 per person.
4. The Collision or Comprehensive deductible that would normally apply for damage to **your auto** or **non-owned auto**. If as a result of a carjacking, the deductible will be waived.

### **LIMIT OF LIABILITY**

Our limit of liability as a result of any one carjacking occurrence shall be the lesser of:

1. The actual reasonable and needed carjacking expenses incurred; or
2. \$100,000.

This is the most we will pay in spite of the number of:

1. Insureds;
2. Policies that apply;
3. The number of autos shown in the schedule or on the Coverage Selections Page; or
4. Claims made.

No one will be entitled to receive double payments for the same elements of loss under this or any other coverage given by this policy.

## **PART 7 – COLLISION AND PART 9 - COMPREHENSIVE**

### **MULTI-POLICY CONFORMITY OF COVERAGE**

Coverage given by this endorsement that applies to Part 7 and Part 9, applies to all private passenger autos owned by you that we insure. These autos are shown in the schedule or on the Coverage Selections Page on this or any other policy.

### **NEWLY ACQUIRED TRAILER OR CAMPER BODY**

The broadest coverage of any of **your autos** shown on the Coverage Selections Page will apply to a trailer or camper body you take title to during the policy period. You must ask us to insure it within 30 days after you become the owner.

### **LOSS TO MORE THAN ONE OF YOUR AUTOS**

We will pay for direct and accidental loss to **your auto** or any **non-owned auto, which** includes their equipment, minus any deductible that applies and is shown on the Coverage Selections Page. If loss to more than one of **your autos** or **non-owned autos** results from the same **collision** or other than **collision**, only the lowest deductible that applies will be used. We will pay for loss to **your auto** caused by:

1. Other than **collision** only if the Coverage Selections Page shows that Comprehensive Coverage applies for that auto; or
2. **Collision** only if the Coverage Selections Page shows that Collision Coverage applies for that auto.

If there is a loss to a **non-owned auto** we will provide the broadest coverage that applies to any **your auto** shown on the Coverage Selections Page.

### **ValueLock® COVERAGE**

**The following items replace any provisions in conflict** in Parts 7 and 9 of the policy:

#### **LIMIT OF LIABILITY**

- A. If there is a total loss to **your auto** shown in the Schedule or on the Coverage Selections Page, we will pay, with no deductible:
  1. The ValueLock® amount, which includes any sales tax, title and registration fees that apply; or
  2. The actual cash value, plus any applicable sales tax, title, and registration fees at the time of the loss. The actual cash value must be greater than the ValueLock® amount.

You agree we may change the ValueLock® amount shown in the Schedule or on the Coverage Selections Page at each annual renewal. This will be changed to reflect the current value of your auto.

- B. Except as set forth in C. below, if there is a loss to part of the property, or a total loss to **your auto** not shown in the schedule or on the Coverage Selections Page, or a **non-owned auto**, or a **trailer**, our limit of liability will be the lesser of:
1. The actual cash value of the stolen or damaged property; or
  2. The amount needed to repair or replace the property with other property of like kind and quality. The most we will pay for loss to any **non-owned auto** which is a **trailer** is \$2,500.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

C. If there is a loss to part of the property and the repair or replacement results in better than like kind or quality, we will waive the amount of betterment.

D. A loss will be considered a total loss when:

1. The entire auto is stolen; not recovered; and we offer to settle the loss; or
2. The salvage value of the auto, determined by us, plus the amount for labor and parts of like kind and quality needed to repair the auto, is equal to or greater than the actual cash value of the stolen or damaged auto; or
3. In our opinion the auto should be deemed to be a total loss.

The amount to be paid for a total loss will be reduced by the cost to repair or replace any previous damage to that auto. The amount will be reduced only if the previous damage had not been repaired or replaced.

#### **TRANSPORTATION EXPENSES/COVERAGE FOR RENTAL CARS (Collision and Comprehensive Losses)**

Part 10 of your policy is deleted and replaced by the following:

#### **TRANSPORTATION EXPENSES**

In addition, we will pay, **with no** deductible:

1. Expenses incurred by you, up to a maximum of \$10,000 for temporary comparable transportation in the event of a loss to **your auto**. We will pay for such expenses if the loss is caused by:
  - a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
  - b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.
2. Expenses for which you are legally responsible for a loss to a **non-owned auto**. We will pay for such expenses if the loss is caused by:
  - a. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for any **your auto**;  
or
  - b. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for any **your auto**.

We will pay only reasonable expenses incurred from the time when either:

- a. The police are notified of a total theft of **your auto** or **non-owned auto**; or
- b. The auto is withdrawn from use due to any other covered loss;



until your auto or non-owned auto is returned to use, or we pay for the loss.

Our payment will be limited to that period of time, within reason, required to repair or replace **your auto**, or the **non-owned auto**.

Reasonable time is defined as seven (7) days after our offer of settlement is made. If you do not agree with our offer of settlement, we must receive written notice from you within that seven (7) day period.

## **ADDITIONAL COVERAGES FOR PARTS 7 AND 9 – COLLISION AND COMPREHENSIVE**

The following items are added to and replace any provision in conflict in **Parts 7 and 9**. Coverage applies to loss caused by:

1. Other than **collision** only if the Coverage Selections Page indicates that Comprehensive Coverage is given for that auto; or
2. **Collision** only if the Coverage Selections Page indicates that Collision Coverage is given for that auto.

## **VEHICLE MODIFICATION FOR THE DISABLED**

### **OUR AGREEMENT**

If you or a **household member** becomes permanently disabled as a result of an auto accident during the policy period, we will pay up to \$10,000 for reasonable and needed changes to one of your autos shown on the Coverage Selections Page. We will also pay up to \$10,000 for reasonable and needed changes to an auto you take title to in order to accommodate your disability. This coverage shall be excess over any other collectible source of recovery.

## **TRIP INTERRUPTION AND EMERGENCY LIVING EXPENSES (Including Mechanical Breakdown)**

### **OUR AGREEMENT**

We will pay **with no** deductible, up to a maximum limit of \$1,000 for reasonable temporary living expenses or comparable transportation expenses incurred by you as a result of a loss to **your auto** or **non-owned auto** caused by:

1. Mechanical or electrical breakdown; or
2. Direct and accidental loss caused by **collision** or other than **collision**.

This coverage applies only if:

1. The loss to, or mechanical or electrical breakdown of **your auto** occurs away from the customary garaging location and any intended stop of a prearranged itinerary; and
2. The auto is withdrawn from use for at least 24 hours.

### **LIMIT OF LIABILITY**

1. Our payment for Trip Interruption Coverage and Emergency Living Expenses will be limited for that period of time, within reason, required to:
  - A. Resume travel under a prearranged itinerary; or
  - B. Return home.
2. No one will be entitled to receive double payments for the same elements of loss under this coverage and Parts 7 and 9 of this policy.

## OTHER SOURCES OF RECOVERY

Any insurance we provide for Trip Interruption Coverage and Emergency Living Expenses shall be excess over any other collectible source of recovery including but not limited to:

1. Any coverage given by:
  - A. Auto warranties;
  - B. Auto clubs;
  - C. Mechanical breakdown or similar plans; or
2. Any other source of recovery that applies to the loss.

## VEHICLE IDENTITY THEFT/FRAUDULENT TITLE COVERAGE

We will pay, **with no** deductible, for costs within reason and necessarily incurred by an **insured** to establish ownership as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others. We will also pay for the loss of the auto if the title of **your auto** is shown to be fraudulent; and you did not know it was fraudulent; and the auto is confiscated by a public authority. This includes reasonable attorney fees with prior notice and approval by us.

## LIMIT OF LIABILITY

Our limit of liability as a result of any one occurrence shall be the lesser of:

1. The cost to establish ownership and clear the title; or
2. The ValueLock<sup>®</sup> amount, which includes any sales tax, title and registration fees that applies; or
3. The actual cash value, plus any sales tax, title, and registration fees that applies at the time of the loss. The actual cash value must be greater than the ValueLock<sup>®</sup> amount.

## COVERAGE FOR ELECTRONIC EQUIPMENT

The exclusion for loss to electronic equipment does not apply to any electronic equipment. This includes accessories used with such equipment that is permanently installed and was included as standard or optional equipment by the auto manufacturer.

## CUSTOMIZING EQUIPMENT COVERAGE

### OUR AGREEMENT

We will pay for loss to any custom furnishings, or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

1. Special carpeting;
2. Furniture or bars;
3. Height-extending roofs;
4. Custom murals; paintings; or other decals or graphics.

## **AUTO LOAN/LEASE COVERAGE**

### **OUR AGREEMENT**

If there is a total loss to **your auto**, we will pay any unpaid amount due on the lease or loan for **your auto** up to the cost of **your auto** less:

1. The amount paid under Parts 7 and 9 of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the loss;
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
  - c. Security deposits not refunded by a lessor;
  - d. Costs for extended warranties; Credit Life insurance; Health; Accident; or Disability insurance purchased with the loan or lease;
  - e. Any amount payable under similar loan or lease terms or coverage given by the auto manufacturer, leasing company or financial institution; or
  - f. Costs incurred for prior leases or loans for autos other than your auto. These are also known as carryover loan balances.

## **COVERAGE FOR PERSONAL PROPERTY**

### **OUR AGREEMENT**

We will pay, with no deductible, for direct and accidental loss to personal property not otherwise excluded by this policy. This coverage applies only if the covered personal property is:

1. Owned or used by you or any **household member**; and
2. In **your auto** at the time of the loss; and
3. The loss was not caused by theft unless the entire auto was stolen.

### **EXCLUSIONS**

We do not cover:

1. Articles separately described and specifically insured elsewhere in this policy or any other insurance policy;
2. Watercraft, including their trailers, furnishings, equipment and outboard motors; or
3. Any motorized vehicle.

### **LIMIT OF LIABILITY**

Our limit of liability for the total of all losses to personal property as a result of any one occurrence shall be the lesser of:

1. \$1,000; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

## **FULL COVERAGE WINDOW GLASS**

### **OUR AGREEMENT**

We will pay, with no deductible, under Part 7 and 9, for a claim that involves only window glass breakage on **your auto**.

## **ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS**

### **OUR AGREEMENT**

We will pay for replacement parts, other than window glass, made by the original manufacturer used to repair any covered loss to **your auto** unless such parts are no longer being made. Replacement parts may be used or remanufactured if such parts are available.

## **WAIVER OF DEDUCTIBLE**

### **OUR AGREEMENT**

When there is a loss to **your auto** insured for Collision Coverage, no deductible will apply if, at the time repairs are complete, we have been able to determine that:

1. The loss was caused by a **collision** with another auto;
2. The owner or operator of the other auto has been identified and is legally responsible; and
3. The other auto is covered under a liability bond or policy that applies to the loss.

## **REPLACEMENT AUTO SEARCH ASSISTANCE**

In the event of a total loss to **your auto**, we will assist you in locating a new or used replacement auto through our vehicle locator service. This service is available at no cost upon your request.

## **COVERAGE FOR PERMANENTLY INSTALLED TELEPHONES**

### **OUR AGREEMENT**

We will pay, **with no** deductible, for direct and accidental loss to a permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone if they are:

1. Your property; and
2. In **your auto** at the time of the loss.

### **LIMIT OF LIABILITY**

Our limit of liability as a result of any one occurrence shall be the amount needed to repair or replace the property with other property of like kind and quality.

## **COVERAGE FOR AUDIO TAPES, COMPACT DISCS AND OTHER MEDIA**

### **OUR AGREEMENT**

We will pay, **with no** deductible, for direct and accidental loss to tapes; records; discs; or other media if they are:

1. Your property;
2. In **your auto** at the time of the loss; and
3. Used with any device or instrument designed for the recording and/or reproduction of sound and are:
  - a. Permanently installed in the auto; or

- b. Removable from a housing unit that is permanently installed in the auto and is designed to be solely operated by use of the power from the electrical system of the auto.

#### LIMIT OF LIABILITY

Our limit of liability for the total of all losses to tapes, records, discs, or other media, as a result of any one occurrence shall be the lesser of:

1. \$200; or
2. The amount needed to repair or replace the property with other property of like kind and quality.

#### TOWING AND EMERGENCY ROAD SERVICE LABOR COSTS COVERAGE

We will pay, **with no** deductible, the cost to tow your auto to the repair facility of your choice within 50 miles of where your auto became disabled. If the nearest facility approved by the manufacturer to repair your auto is farther, we will pay the cost to transport it there. We will only pay for emergency road service labor costs performed at the place where the auto became disabled. We will pay for these costs each time **your auto** or any **non-owned** auto is disabled.

#### COVERAGE FOR KEYS

##### OUR AGREEMENT

We will pay, **with no** deductible, for loss of keys to **your auto** or **non-owned auto** which include:

1. The cost to copy or replace lost or stolen keys;
2. The labor costs to retrieve keys accidentally locked in the auto; or
3. The cost to re-key the auto locks when the keys are lost or stolen; and the auto is stolen and then recovered.

#### COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG

##### OUR AGREEMENT

We will pay, **with no** deductible, the cost to repair or replace an airbag passive restraint system for **your auto** that accidentally deploys. We will pay only when the accidental deployment is not caused by a **collision** or other than **collision** loss.

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33 Towing and Labor .....	19
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<del>35 Prestige Auto® Premier .....</del>	<del>19 - 20</del>
<del>36-38 Reserved for Future Use .....</del>	<del>20</del>

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**SECTION III - MISCELLANEOUS MOTOR VEHICLES AND COVERAGES**

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39 Motor Homes/Camper Bodies .....	20
40 Antique Motor Cars and Motorcycles .....	20
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44 Motorcycles, Motorscooters, Mopeds and Similar Motor Vehicles .....	21
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50 Use of Other Automobiles.....	25
51-53 Reserved for Future Use .....	26

**SECTION V - SUPPLEMENTAL INFORMATION**

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55 Pre-Insurance Inspection Program.....	33
56 Merit Rating Plan.....	34
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**ADDITIONAL ITEMS**

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Private Passenger Forms .....	B-2
Personal Auto Forms Index .....	B-3

All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

### **RULE 32. PICK-UPS, VANS AND SIMILAR TYPE VEHICLES**

Except for those vehicles for which a specific symbol is shown in the Symbol and Identification Section, pick ups, vans and similar type vehicles which qualify as private passenger automobiles in accordance with Rule 27(B), refer to the Miscellaneous Motor Vehicles page for rating methods and factors.

To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

### **RULE 33. TOWING AND LABOR**

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

### **RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

### **RULE 35. PRESTIGE AUTO® PREMIER**

Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

- ValueLock® Protection Coverage
- Worldwide Liability and Extended Non Owned Auto Coverage
- Pet Coverage
- Carjacking Coverage
- Transportation Expenses / Coverage for Rental Cars
- Coverage for Vehicle Modifications for the Disabled
- Coverage for Trip Interruption and Emergency Living Expenses
- Vehicle Identity Theft / Fraudulent Title Coverage
- Coverage for Electronic Equipment
- Customized Equipment Coverage
- Auto Loan/Lease Coverage
- Full Window Glass Coverage
- Original Equipment Manufacturer Parts Coverage
- Waiver of Deductible
- Replacement Auto Search Assistance
- Coverage for Permanently Installed Telephones
- Coverage for Audio Tapes, Compact Discs, and Other Media
- Towing and Emergency Road Service Labor Costs Coverage
- Coverage for Keys
- Coverage for Accidental Deployment of an Airbag

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Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
7. Rule 48 - Original Equipment Manufactured Parts Coverage
8. Rule 50 - Use of Other Automobiles

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**RULES 36- 38. RESERVED FOR FUTURE USE**

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**PRIVATE PASSENGER ENDORSEMENTS  
ALPHABETICAL INDEX**

<b><u>TITLE</u></b>	<b><u>AIB FORM NO.</u></b>
Agreed Amount – Comprehensive	MPY-0034-S (Ed. 04-08)
Antique Auto	M-0047-S (Ed. 04-08)
Coverage for Anyone Renting An Auto To You	M-0070-S (Ed. 04-08)
Coverage for Customized Vans and Pickups	MPY-0037-S (Ed. 04-08)
Excess Electronic Equipment Coverage	MPY-0041-S (Ed. 04-08)
\$100 Glass Deductible	MPY-0039-S (Ed. 04-08)
Guest Occupants Exclusion – Motorcycles	M-0002-S (Ed. 04-08)
Non-Renewal of Policy – Motorcycles, Recreational Vehicles and Trailers	M-0103-S (Ed. 04-08)
Operator Exclusion Form	M-0106-S (Ed. 04-08)
Original Equipment Manufacturer Parts Coverage	MPY-0040-S (Ed. 04-08)
Stated Amount Coverage	MPY-0027-S (Ed. 04-08)
<u>Prestige Auto® Premier Coverage</u>	<u>102173 08-12 MA</u>
Suspension of Coverage - Reduction of Limits	MPY-0032-S (Ed. 04-08)
Transportation of Fellow Employees, Students or Others	M-0004-S (Ed. 04-08)
Use of Other Autos - Vehicles Furnished or Available for Regular Use	M-0051-S (Ed. 04-08)
Use of Other Autos - Vehicles Furnished or Available for Use As Public or Livery Conveyances	M-0052—S (Ed. 04-08)
Waiver of Deductible	MPY-0016-S (Ed. 04-08)

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All policies subject to this rule must contain the endorsement titled Transportation of Fellow Employees, Students or Others, M-0004-S.

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To determine the private passenger symbol group for Parts 7, 8 and 9, refer to Rule 22.

Using FOB List or purchase price, whichever is greater, apply the age group factor for the model year and follow ACV rating procedure.

The premium is then calculated in accordance with Rule 11.

### **RULE 33. TOWING AND LABOR**

The Towing and Labor coverage is available for Private Passenger Automobiles and Motorcycles only.

Refer to the Miscellaneous Rating Factors page for limits and premiums.

### **RULE 34. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER MOTOR VEHICLES**

This equipment includes utility, boat, horse, camping, travel or similar type trailers designed to be pulled by a private passenger auto, motorcycle, pick-up truck, van or similar type vehicle, and if not a home, office, store, display or passenger trailer.

Refer to Rule 22 to determine rating symbol. Use the FOB List or purchase price, whichever is greater.

Refer to Miscellaneous Motor Vehicle page for rating methods and factors. No other premium adjustments, factors or discounts apply.

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Prestige Auto Premier is an optional endorsement that provides the following package of coverages:

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- Carjacking Coverage
- Transportation Expenses / Coverage for Rental Cars
- Coverage for Vehicle Modifications for the Disabled
- Coverage for Trip Interruption and Emergency Living Expenses
- Vehicle Identity Theft / Fraudulent Title Coverage
- Coverage for Electronic Equipment
- Customized Equipment Coverage
- Auto Loan/Lease Coverage
- Full Window Glass Coverage
- Original Equipment Manufacturer Parts Coverage
- Waiver of Deductible
- Replacement Auto Search Assistance
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- Coverage for Audio Tapes, Compact Discs, and Other Media
- Towing and Emergency Road Service Labor Costs Coverage
- Coverage for Keys
- Coverage for Accidental Deployment of an Airbag

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Endorsement 102173 MA must be attached to the policy for this package to apply.

A Prestige Auto Premier policy with autos insured for liability coverage only will receive the Single Car account Rate. Only the Worldwide Liability, Extended Non-Owned Coverage, and Carjacking Coverage will apply in this situation. A Prestige Auto Premier policy with two or more vehicles with coverage for Comprehensive (Part 9) coverage will receive the Multi-Car Account Rate. Single and Multi-Car rates are displayed on the miscellaneous coverages and vehicles page.

A. Additional Coverage Requirements:

1. All autos on the policy must carry Part 5. Optional Bodily Injury to Others coverage with a minimum of 100,000/300,000 Bodily Injury Limits.
2. This endorsement does not apply to policies where any auto on the policy has Part 7. Limited Collision coverage

B. ValueLock Additional Coverage Amount

1. An additional coverage amount above the market value as determined by the Company may be written to recognize exceptional vehicle condition.
2. Charge an annual rate of \$10.00 per thousand dollars of coverage or fraction thereof, in excess of the ValueLock amount.

C. General Rules that do not apply to Prestige Auto Premier:

1. Rule 2 - Coverages and Limits, Optional Insurance Coverages, Part 9 Comprehensive, \$100 Glass Deductible
2. Rule 17 - Substitute Transportation
3. Rule 33 - Towing and Labor
4. Rule 41 - Stated Amount Coverage
5. Rule 45 - Agreed Amount Coverage
6. Rule 47 - Customized Vans and Pickups
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**American Automobile Insurance Company  
Massachusetts Private Passenger Automobile Insurance  
Miscellaneous Coverages & Vehicles**

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**Miscellaneous Coverages**

**Medical Payments**

Limit	<u>\$5,000</u>	<u>\$10,000</u>	<u>\$15,000</u>	<u>\$20,000</u>	<u>\$25,000</u>	<u>\$50,000</u>	<u>\$100,000</u>
Rate	\$17	\$23	\$31	\$32	\$36	\$41	\$50

**Substitute Transportation**

per day	\$15	\$30	\$45	\$100
maximum	<u>\$450</u>	<u>\$900</u>	<u>\$1,350</u>	<u>\$3,000</u>
Rate	\$14	\$62	\$151	\$310

**Towing & Labor**

per disablement	<u>\$50</u>	<u>\$100</u>
Rate	\$8	\$17

**Other Covg**

Excess Electronic Equipment	Original Equipment Manufacturers Parts
Rule 46 \$4 per \$100 valuation	Rule 48 Collision 1.05
Customizing Equipment	Limited Collision 1.05
Rule 46	Comprehensive 1.01

**Rule 35 Prestige Auto® Premier**

Annual Premium Per Policy

<u>Single Car Rate</u>	<u>\$132</u>
<u>Multi Car Rate</u>	<u>\$257</u>

**Miscellaneous Vehicles**

**Pick-ups** Apply factor to manual base rate excluding senior citizen discount.

Rule 32	Liability	100%	Collision	55%
			Limited Collision	100%
			Comprehensive	85%

**Other Veh** see Manual Rule page RS-3

Trailers	Rule 34
Motor Homes	Rule 39
Antiques	Rule 40
Motorcycles	Rule 44