

Pennsylvania National Mutual Casualty Insurance Company P.O. Box 2361 Harrisburg, PA 17105-2361

# THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

# PERSONAL AUTOMOBILE PENNPAC® ENDORSEMENT

In return for payment of additional premium, this endorsement provides additional coverage under the Personal Auto Policy. With respect to coverage provided by this endorsement, all provisions of the policy apply unless modified herein.

I. The following provisions are added to PART B – MEDICAL PAYMENTS COVERAGE:

### **INSURING AGREEMENT**

### C. AUTOMOBILE DEATH BENEFIT

- 1. In addition to the Medical Payments Coverage, in the event that you sustain "bodily injury" caused by an accident arising out of the use or maintenance of a "motor vehicle" which results in your death within twenty-four months of the accident, we will pay a death benefit of \$2,500 to the executor or administrator of your estate.
- 2. For the purposes of this AUTOMOBILE DEATH BENEFIT, the following definitions apply:
  - a. "The Act" means the applicable motor vehicle financial responsibility laws of the state or commonwealth in which this policy is issued.
  - b. "Motor Vehicle" means a land motor vehicle designed for travel on public roads or any other land vehicle that is subject to "the Act." However, "Motor Vehicle" does not include:
    - 1) Bulldozers, farm machinery, forklifts, recreational ATVs and other vehicles designed for use principally off public roads;
    - 2) Vehicles that travel on crawler treads, rails or tracks;
    - 3) Vehicles which operate in whole or in part by muscular power.
- 3. We do not provide the AUTOMOBILE DEATH BENEFIT and will not be obligated to make any payment in the event that you sustain "bodily injury" in an accident:
  - a. While intentionally causing or attempting to intentionally cause "bodily injury" to yourself or any other person;
    - b. While committing a felony;

- c. While either you or the driver of the motor vehicle is attempting to elude lawful apprehension or arrest by a law enforcement official;
- d. If, at the time of the accident, you are the owner of one or more registered "motor vehicles," none of which have in effect the financial responsibility mandated by "the Act"; or you are occupying a "motor vehicle" which you own but have failed to comply with the financial responsibility required by "the Act";
- e. While using or maintaining the "motor vehicle" as a residence;
- f. While using, repairing, maintaining or occupying a motorcycle, moped, ATV or similar conveyance;
- g. Caused by or as a consequence of the discharge of nuclear weapons (even if accidental), war (declared or undeclared), civil war, insurrection, revolution, rebellion or action taken by any governmental authority in hindering or defending against any of these;
- h. Caused by, from, or as a consequence of nuclear reaction, radiation or radioactive contamination whether controlled or uncontrolled.
- 4. In the event that there is other applicable accidental death insurance available to you, we will pay the AUTOMOBILE DEATH BENEFIT in addition to that insurance.

### D. SEAT BELT AND RESTRAINT BENEFIT

1. In addition to the Medical Payments Coverage, but subject to the exclusions set forth below, in the event that an "insured" sustains "bodily injury" caused by an accident arising out of the use or maintenance of a "motor vehicle" and the "insured" is wearing a seatbelt or National Highway Traffic Safety Administration (NHTSA) approved child restraint device at the time of the accident, we will pay up to an additional \$500 for necessary medical expenses incurred by that "insured." We will not make

duplicate payment under this coverage for identical medical expenses coverage paid by this policy or any other insurance applicable to such loss.

I. The following provisions are added to PART D – COVERAGE FOR DAMAGE TO YOUR AUTO:

#### **INSURING AGREEMENT**

# D. PET COVERAGE

- 1. We will pay for reasonable veterinarian costs incurred by you for the necessary medical treatment of a domestic dog or domestic cat which is: (1) owned by you; and (2) injured while riding inside "your covered auto" at the time of a "collision." For the purpose of this coverage, a truck bed or trailer does not qualify as the inside of an auto.
- 2. We will pay to replace a domestic dog or domestic cat which is: (1) owned by you; and (2) injured while riding inside "your covered auto" at the time of a "collision" in the event that the "collision" results in the death of your dog or cat. Replacement cost includes: (1) the cost of an animal of like kind and quality; (2) first wellness visit; and (3) cost to spay or neuter the animal. Replacement cost does not include training, additional medical care or other expenses incurred in the procurement of the animal.
- 3. The most we will pay under PET COVERAGE for any one animal in any "collision" is \$500, whether for veterinarian costs, replacement costs or a combination of both veterinarian and replacement costs. If more than one animal is injured or dies as a result of a "collision," the maximum amount we will pay regardless of the number of animals injured is \$1,000, subject to the maximum payment of \$500 for any one animal.

# E. TOWING AND LABOR

- 1. We will pay up to \$100 for towing and labor costs incurred each time "your covered auto" or any non-owned auto is disabled. If the Declarations Page to this policy provides a limit for towing and labor, the coverage provided by this paragraph is in addition to the amount set forth therein. We will only pay for labor performed by a third party at the place of disablement.
- 2. The coverage provided by this subpart is applicable only if the Declarations Page to this policy provides that Other Than Collision Coverage and Collision Coverage is provided for the subject auto. We will not make a duplicate payment under this

coverage part for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible for payment of such costs. No deductible applies to the coverage provided by this subpart.

### F. TRAVEL INTERRUPTION EXPENSE

- 1. In the event that "your covered auto" is disabled due to a covered loss 100 or more road miles from your primary residence, we will pay up to a maximum of \$500 for any combination of the following expenses you incur:
  - a. Temporary housing and meals;
  - b. Travel expense to and from your primary residence; and/or
  - c. Expense to return "your covered auto" to your primary residence.
- 2. The coverage provided by this subpart is applicable only if the Declarations Page to this policy provides that Other Than Collision Coverage and Collision Coverage is provided for the subject auto. We will not make a duplicate payment under this coverage part for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible for payment of such costs. No deductible applies to the coverage provided by this subpart.

# G. LOCKSMITH SERVICES

- 1. We will pay up to \$100 for expenses you incur in utilizing a professional locksmith each time the key or keyless entry device to "your covered auto" is stolen, lost, or the door locks are frozen and you are locked out of "your covered auto." If a loss occurs under this subpart due to the theft of keys or keyless entry device, you must report the loss within 24 hours of your discovery of the theft to the local police or law enforcement agency for this coverage to apply. Total payments for losses under this coverage subpart will not exceed \$200 per policy period.
- 2. The coverage provided by this subpart is applicable only if the Declarations Page to this policy provides that Other Than Collision Coverage and Collision Coverage is provided for the subject auto. We will not make a duplicate payment under this coverage part for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible for payment of such costs. No deductible applies to the coverage provided by this subpart.

# H. AIR BAG REPLACEMENT

- 1. We will pay for costs you incur for reinstalling a factory-installed air bag in "your covered auto" if it deploys without the auto experiencing a "collision" or covered loss other than "collision."
- 2. The coverage provided by this subpart is applicable only if the Declarations Page to this policy provides that Other Than Collision Coverage and Collision Coverage is provided for the subject auto. We will not make a duplicate payment under this coverage part for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible for payment of such costs. The insurance provided by this subpart will be excess over any other insurance, warranty or contractual obligation providing coverage for this covered loss. Our limit of liability under this subpart is \$2,500. No deductible applies to the coverage provided by this subpart.

### I. PERSONAL EFFECTS

- 1. We will pay for loss to clothing and other personal effects: (1) owned by you; and (2) located in or upon "your covered auto" at the time of a loss, provided that the loss is caused by:
  - a. Other than "collision" only if the Declarations Page to this policy provides that Other Than Collision Coverage is provided for the auto in or upon which the personal effects are located at the time of the loss. For the purpose of this coverage subpart, loss caused by the following is considered other than "collision":
    - 1) Missiles or falling objects;
    - 2) Fire:
    - 3) Theft or larceny of the entire auto;
    - 4) Explosion or earthquake;
    - 5) Windstorm:
    - 6) Hail, water or flood;
    - 7) Malicious mischief or vandalism;
    - 8) Riot or civil commotion;
    - 9) Contact of the auto with bird or animal: or
      - 10) Breakage of glass.
  - b. "Collision" only if the Declarations Page to this policy provides that Collision Coverage is provided for the subject auto.
- 2. For the purposes of this coverage subpart, the following are not personal effects: money, bank notes, coins, scrip, stored value and gift

- cards, negotiable instruments, professional or occupational tools or machines, salesman's samples and merchandise intended for sale, delivery or exhibition.
- 3. Our limit of liability under this coverage subpart is \$500; however, we will only pay up to this limit for losses not covered by other insurance. No deductible applies to the coverage provided by this subpart.

# J. DEDUCTIBLE WAIVER

- 1. The deductible applicable to Damage to Your Auto set forth in the Declarations Page to this policy will be waived and not applied to a loss under PART D COVERAGE FOR DAMAGE TO YOUR AUTO in the event that the following conditions are satisfied:
  - a. The auto is a total loss due to involvement in a "collision" with another "motor vehicle" which is owned or operated by a third-party who does not qualify as an "insured" under this policy; or
  - b. The loss to the auto is greater than the amount of the applicable deductible set forth in the Declarations Page to this policy; and
    - 1) The auto was involved in a "collision" with a "motor vehicle" owned and operated by an individual who does not qualify as an "insured" under this policy; and
    - 2) There is an available local police or law enforcement report which details the accident and identifies the owner and operator of the other motor vehicle and their insurance carrier(s); and
    - 3) The owner or operator of the other motor vehicle was the only party issued a citation or civil infraction or there is substantial evidence that the owner or operator of the other auto is liable for the loss.
- 2. In the event that the loss involves "your covered auto" and you are a Named Insured on a Homeowners Policy: (1) issued by us which is in effect on the date of the loss; and (2) which provides coverage for any portion of the loss, the deductible applicable to Damage to Your Auto set forth in the Declarations Page to this policy will be waived and only the applicable deductible in your Homeowners Policy will be applied to the loss.

- 3. In the event that you are involved in a "collision" with a "motor vehicle" which is owned or operated by a third-party: (1) who does not qualify as an "insured" under this policy; but (2) who is an "insured" under any other Personal Auto Policy issued by us, the deductible applicable to Damage to Your Auto set forth in the Declarations Page to this policy will be waived.
- III. In the event that the Declarations Page to this policy provide that Other Than Collision Coverage and Collision Coverage are provided for the subject auto, the following provisions amend the indicated sections of PART D COVERAGE FOR DAMAGE TO YOUR AUTO:
- A. The LIMIT OF LIABILITY, Section A is amended to provide that:
- 1. The most we will pay for loss to any "non-owned auto" which is a trailer is \$2,500.
- 2. The most we will pay for equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories is \$4,000.
- 3. No deductible applies to the coverage provided by this subpart relating to trailers and sound equipment.