

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## CALIFORNIA CHANGES – WAIVER OF COLLISION DEDUCTIBLE

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in California this endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Endorsement Effective:	Countersigned By:     (Authorized Representative)
Named Insured:	

### SCHEDULE

Waiver Of Collision Deductible	
Designation Or Description Of Covered "Auto"	Premium
	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** When Physical Damage Coverage provides coverage for a "loss" to a covered "auto" caused by its collision or upset, and:
1. The "loss" involves an "uninsured motor vehicle"; and
  2. You are legally entitled to recover the full amount of your "loss" from the owner or operator of the "uninsured motor vehicle"; and
  3. The Schedule indicates that the Waiver Of Collision deductible provision applies to the covered "auto"; then

We will pay the full deductible. Subject to the above, if you are legally entitled to recover only a percentage of your "loss", we will pay that percentage of your deductible. However, if the amount of the "loss" is less than your deductible, we will pay the percentage of the "loss" that you are legally entitled to recover. In no event will we pay more than the amount of the "loss".

## B. Conditions

1. The following is added to the **Conditions** Section:

### ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", the disagreement will be settled by a single neutral arbitrator. However, disputes concerning coverage under this endorsement may not be arbitrated. The arbitration must be formally instituted by the "insured" within one year from the date of the "accident". Each party will bear the expenses of the arbitrator equally.
  - b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. The decision of the arbitrator will be binding.
2. Paragraph **2.a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Loss Condition is replaced as follows:
    - a. You must report the "accident" or "loss" to us or our agent within ten business days. You must tell us how, when and where the "loss" happened. You must assist in obtaining names and addresses of any injured persons and witnesses.

## C. Additional Definitions

As used in this endorsement:

1. For Physical Damage Coverage:
  - a. "Auto" means a self-propelled motor vehicle. However, it does not include:
    - (1) A vehicle transporting persons for hire, compensation or profit, other than a van pool vehicle;
    - (2) A vehicle designed, used or maintained primarily for the transportation of property; or
    - (3) "Mobile equipment".
  - b. "Uninsured motor vehicle" means a land motor vehicle or trailer which is involved in a collision with a covered "auto" and for which:
    - (1) No liability bond or policy at the time of an "accident" provides at least the amount required for property damage liability by the California Financial Responsibility Law; or
    - (2) The insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent.The collision must involve direct physical contact between a covered "auto" and the "uninsured motor vehicle" and:
    - (1) The owner or operator of that vehicle must be identified; or
    - (2) The "uninsured motor vehicle" must be identified by its license number.However, "uninsured motor vehicle" does not include any vehicle:
    - (1) Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
    - (2) Owned by a governmental unit or agency; or
    - (3) Designed for use mainly off public roads while not on public roads.