

THE HARTFORD ESSENTIAL PERSONAL AUTO AMENDATORY POLICY PROVISIONS – VERMONT

In consideration of the reduced premium charged for this policy, you agreed to the following changes in your Personal Auto Policy.

I. Definitions 1. Any private passenger auto, pickup, van or **trailer** not owned by or furnished for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member**;

or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your covered auto** which

is out of normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

INSURING AGREEMENT paragraph **D.** is added.

D. We will pay for the direct and accidental damage from other than **collision** or **collision** to **your covered auto**

subject to the following provisions:

1. You have agreed to have **your covered auto** repaired by a **Direct Repair Provider**; and
2. If repair of **your covered auto** is completed by a repair provider other than one approved by us to be a

Direct Repair Provider, we will pay only the amount our **Direct Repair Provider** would charge for repair.

The **LIMIT OF LIABILITY** is replaced by:

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:

1. **Actual cash value** of the stolen or damaged property; or
2. Amount necessary to repair or replace **your covered auto, non-owned auto, or covered equipment**

with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any **non-owned auto** which is a trailer is \$500.
2. 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 \$1,000.

B. In the event of a total loss, an adjustment will be made in determining actual cash value for:

1. Depreciation and physical condition; and
2. Retained salvage value.

C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

VI. Part E – Duties After An Accident Or Loss

Part **E** is replaced by the following:

DUTIES AFTER AN ACCIDENT OR LOSS

If an accident or loss occurs, we have no duty to provide coverage under this policy if the failure to comply

with any of the following duties is prejudicial to us:

- A.** We must be notified within twenty-four (24) hours or as soon as practicable of how, when and where the

accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.

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