

AMENDMENT OF POLICY PROVISIONS

This Amendment forms a part of the auto policy to which it is attached, and it modifies that policy as follows:

DEFINITIONS

Definition I., temporary substitute vehicle, is deleted.

The following definitions are revised:

F. **Miscellaneous vehicle** means the following motorized vehicles: motor home; golf cart; snowmobile; all-terrain vehicle; or dune buggy.

L. **Your covered auto** means:

1. Any vehicle shown on the Declarations.
2. Any **newly acquired vehicle**.
3. Any **trailer you** own.

The following definitions are added:

M. **Driving contest or challenge** includes, but is not limited to:

1. A competition against other people, vehicles, or time; or
2. An activity that challenges the speed or handling characteristics of a vehicle, or improves or demonstrates driving skills, provided the activity occurs on a track or course that is closed from nonparticipants.

N. **Fungi** means any type or form of fungi, including mold or mildew, and includes any mycotoxins, spores, scents, or byproducts produced or released by fungi.

O. **Motorcycle** means a two- or three-wheeled motor vehicle that is subject to motor vehicle licensing in the location where the **motorcycle** is principally garaged.

P. **Newly acquired vehicle**.

1. **Newly acquired vehicle** means a vehicle, not insured under another

policy, that is acquired by **you** or any **family member** during the policy period and is:

- a. A private passenger auto, pickup, or **van**;
- b. A **miscellaneous vehicle** that is not used in any business or occupation; or
- c. A **motorcycle**, but only if a **motorcycle** is shown on the current Declarations.

2. **We** will automatically provide for the **newly acquired vehicle** the broadest coverages as are provided for any vehicle shown on the Declarations. If **your** policy does not provide Comprehensive Coverage or Collision Coverage, **we** will automatically provide these coverages for the **newly acquired vehicle** subject to a \$250 deductible for each loss.

3. Any automatic provision of coverage under P.2. will apply for up to 30 days after the date **you** or a **family member** becomes the owner of the **newly acquired vehicle**. If **you** wish to continue coverage for the **newly acquired vehicle** beyond this 30-day period, **you** must request it during this 30-day period, and **we** must agree to provide the coverage **you** request for this vehicle. If **you** request coverage after this 30-day period, any coverage that **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.

4. **You** must pay an additional premium, as set out in Part E, Changes, B.3., for any coverage **we** provide under P.2. or P.3. above.

PART A - LIABILITY COVERAGE

EXCLUSIONS

Exclusion B.4. is revised as follows:

4. Any vehicle while being operated in, or in practice for, any **driving contest or challenge**.

The following exclusion is added:

- E. **We** do not provide Liability Coverage for **BI** sustained as a result of exposure to **fungi**, wet or dry rot, or bacteria.

PART B - MEDICAL PAYMENTS COVERAGE

DEFINITIONS

Definitions A., Air Bag, and F. Seat Belt, are deleted.

Paragraph B., Air Bag and Seat Belt Benefits, is deleted.

INSURING AGREEMENT

Paragraph A. of the Insuring Agreement is replaced in its entirety by the following:

LIMIT OF LIABILITY

Paragraph B. is deleted.

A. Medical Payments Coverage.

1. **We** will pay only the **reasonable fee** for **medically necessary and appropriate medical services** and the reasonable expense for funeral services. These fees and expenses must:
 - a. Result from **BI** sustained by a **covered person** in an auto accident; and
 - b. Be incurred for services rendered within one year of the date of the auto accident.

EXCLUSIONS

Exclusion 11. is revised as follows:

11. Sustained while a participant in, or in practice for, any **driving contest or challenge**.

The following exclusion is added:

12. Sustained as a result of a **covered person's** exposure to **fungi**, wet or dry rot, or bacteria.

2. **We** or someone on **our** behalf will review, by audit or otherwise, claims for benefits under this coverage to determine if the charges are **reasonable fees for medically necessary and appropriate services** or reasonable expenses for funeral services. A provider of medical or funeral services may charge more than the amount **we** determine to be **reasonable fees** and reasonable expenses, but such additional charges are not covered.

OTHER INSURANCE

The Other Insurance section is replaced in its entirety by the following:

If there is other applicable auto medical payments insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

CONDITIONS

The Conditions section is deleted in its entirety.

PART C - UNINSURED MOTORISTS COVERAGE (Referred to as UM)

INSURING AGREEMENT

The first paragraph of the Insuring Agreement is revised as follows:

We will pay compensatory damages which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **BI** caused by an auto accident.

EXCLUSIONS

Exclusion A.6. is revised as follows:

6. While **occupying** any vehicle when it is being operated in, or in practice for, any **driving contest or challenge**.

OTHER INSURANCE

The Other Insurance section is replaced in its entirety by the following:

If there is other applicable insurance for UM Coverage available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any

insurance providing coverage on either a primary or excess basis.

2. Any insurance **we** provide with respect to a vehicle **you** do not own or to a person other than **you** or a **family member** will be excess over any collectible insurance.
3. If the coverage under this policy is provided:
 - a. On a primary basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability of coverage provided on an excess basis.

ARBITRATION

The Arbitration section is deleted in its entirety.

PART E - GENERAL PROVISIONS

AIR BAG

The Air Bag section is deleted in its entirety.

CHANGES

Paragraph B. is revised as follows:

- B. If, during the policy period, the risk exposure changes for any of the following reasons, **we** will make the necessary premium adjustments effective the date of change in exposure. Change in exposure means the

occurrence of an event listed in B.1. through B.7. or in E. below, or a similar event, that may increase or decrease the policy premium. **You** agree to give **us** notice of any exposure change as soon as is reasonably possible. Changes that may result in a premium adjustment include, but are not limited to, the following:

1. Change in location where any vehicle is garaged.

2. Change in description, equipment, purchase date, registration, cost, usage, miles driven annually, or operators of any vehicle.
3. Replacement or addition of any vehicle. A replacement or additional vehicle is a **newly acquired vehicle**. You must pay the applicable premium for the **newly acquired vehicle** beginning on the date you or a **family member** becomes the owner of the vehicle. See DEFINITIONS - **newly acquired vehicle**.
4. Deletion of a vehicle. The named insured may request that a vehicle shown on the Declarations be deleted from this policy. The effective date of this change cannot be earlier than the date of the named insured's request unless we agree to an earlier date.
5. Change in date of birth, marital status, driver's license information, or driving record of any operator.
6. Addition or deletion of an operator.
7. Change, addition, or deletion of any coverage or limits.

The following paragraph is added:

E. Deployment

1. If, because of **your** active-duty deployment in one of the military services of the United States, **you** have reduced the coverage on **your covered auto** and placed the vehicle in storage, then, upon **your** return from the deployment, **we** will automatically reinstate the coverage that was on the vehicle prior to the deployment-caused reduction.
2. Any automatic reinstatement of coverage under E.1. will apply for up to 60 days after the date **you** returned from deployment. If **you** wish to continue the reinstated coverage beyond the 60-day period, you must request it

during the 60-day period. If **you** request reinstated coverage after this 60-day period, any coverage **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.

3. **You** must pay an additional premium, as set out in Part E, Changes, B.7., for the reinstated coverage.

OWNERSHIP

The Ownership section is replaced in its entirety by the following:

For purposes of this policy, a vehicle is deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six months.

The following section is added:

SPOUSE ACCESS

The named insured and **we** agree that the named insured and resident spouse are "customers" for purposes of state and federal privacy laws. The resident spouse will have access to the same information available to the named insured and may initiate the same transactions as the named insured.

The named insured may notify **us** that he/she no longer agrees that the resident spouse shall be treated as a "customer" for purposes of state and federal privacy laws, and **we** will not permit the resident spouse to access policy information.

TERMINATION

Paragraph A.1. is revised as follows:

- A. Cancellation. This policy may be cancelled during the policy period as follows:
 - 1. **You** may cancel this policy at any time, but the effective date of cancellation cannot be earlier than the date of the request unless **we** agree to an earlier date.

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