TENNESSEE NAMED DRIVER ONLY PERSONAL AUTO POLICY ENDORSEMENT

IMPORTANT: Please read this Tennessee Named Driver Only Personal Auto Policy Endorsement carefully. It further restricts applicable coverages under your Tennessee Personal Auto Policy. **The Company will only provide coverage for drivers listed on this policy. The Company will not provide coverage for any other driver of the insured auto.** Please consult this endorsement for details on these coverage restrictions and other coverage restrictions.

A. PART I – LIABILITY COVERAGE

ADDITIONAL DEFINITIONS USED IN PART I ONLY

The definition of “Persons Insured” is replaced with the following:

As used in this part, “Persons Insured” means with respect to the “Covered Automobile”:

1. The Named Insured, relative or a resident;
2. Any other person listed on the application or endorsed on the policy before a loss.

EXCLUSIONS – PART I ONLY

The following exclusion is added:

(dd) The Company does not cover Bodily Injury or Property Damage resulting from ownership, maintenance or use of the Covered Automobile by any person not listed on the Declarations Page before a loss.

LIMITS OF LIABILITY – PART I ONLY

This section is replaced with the following:

As to any Person Insured, the limits of liability shown on the Declarations Page shall apply. The Company will pay these limits of liability as follows:

1. The bodily injury limit for “each person” is the maximum the Company will pay for all damages, including damages for derivative claims, resulting from bodily injury sustained by one (1) person in one (1) accident. Derivative claims include all damages for care, loss of services, loss of society and loss of consortium to others. Damages for derivative claims will be payable only under the same “each person” limit of liability as the bodily injury from which they derive.

2. The bodily injury limit for “each accident” is the maximum the Company will pay for all damages, including damages for derivative claims, resulting from bodily injury sustained by more than one (1) person in one (1) accident. Derivative claims include all damages for care,
loss of services, loss of society and loss of consortium to others. Damages for derivative claims will be payable only under the same “each accident” limit of liability as the bodily injury from which they derive.

3. The property damage limit for “each accident” is the most the Company will pay for all damages to property, including loss of use, in one (1) accident.

The Company will not pay bodily injury or property damage in any amount exceeding the minimum statutory limits of the state where the accident occurs arising out of the use of the covered auto while the Person Insured is in the commission of a crime.

This is the maximum the Company will pay, despite the number of premiums or autos listed on the Declarations Page, persons insured, claims, claimants, policies, or vehicles involved in the accident. An amount paid or payable under this coverage to or for a person insured will be reduced by any payment made to that person under Part II – Uninsured Motorist Coverage (Coverage J) or Part III – Underinsured Motorist Coverage of this policy.

B. PART V – PHYSICAL DAMAGE (Coverage for damage to the Covered Auto)

ADDITIONAL DEFINITIONS USED IN PART V ONLY

The following definition is added to Part V:

“Authorized Driver” means:

a. The Named Insured or

b. Any other person listed on the application or added by an endorsement during the policy term before a loss.

EXCLUSIONS – PART V ONLY

The following exclusion is added:

The Company will not cover loss caused to the covered auto when it is driven, operated or used by any person who is not an authorized driver.

Exclusion (e) is replaced with the following:

(e) Caused intentionally by, or at the direction of an authorized driver, even if the vehicle damage was not intended or is the kind that was not intended. However, this exclusion shall not apply to the covered auto to the extent of the legal interest of an authorized driver who sustains the loss as the result of domestic violence by an authorized driver and who did not direct, participate in, or consent to the intentional act.

All other terms, limits, conditions and provisions of the policy remain unchanged.