



**American Freedom  
Insurance Company**  
1699 Wall St., Suite 600  
Mount Prospect, IL 60056

**PENNSYLVANIA  
NAMED DRIVER ONLY  
PERSONAL AUTO POLICY ENDORSEMENT**

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

**A. PART A – LIABILITY COVERAGE**

**ADDITIONAL DEFINITIONS USED IN PART A ONLY**

The definition of **insured** is replaced with the following:

As used in this Part A, **insured person** means with respect to the **insured auto**:

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

**EXCLUSIONS – PART A ONLY**

The following exclusion is added:

**We do not cover bodily injury or property damage** resulting from **ownership, maintenance, or use of the insured auto** by any person not listed on the **Declarations Page** before a **loss**.

Delete Exclusions 8 and 25 from your policy.

**LIMITS OF LIABILITY – PART A ONLY**

This section is replaced with the following:

As to any **insured person**, the Limits of Liability shown on the **Declarations Page** shall apply. **We** will pay these limits of liability as follows:

1. The **bodily injury** limit for “each person” is the maximum **we** 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 person” is the maximum **we** will pay for

all damages, including damages for derivative claim, 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 **we** will pay for all damages to property, including loss of its use, in one (1) accident.

**We** will not pay for **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 **insured auto** while the **insured person** is in the commission of a **crime**.

This is the maximum **we** will pay, despite the number of premium or **autos** listed on the **Declarations Page**, **insured persons**, claims, claimant, policies, or **vehicles** involved in the **accident**. Any amount paid or payable under this coverage to or for an **insured person** will be reduced by any payment made to that person under Part C – Uninsured Motorist and Underinsured Motorist Coverages of this policy.

## **B. PART D – PHYSICAL DAMAGE TO THE INSURED AUTO**

### **ADDITIONAL DEFINITIONS USED IN PART D ONLY**

The definition of **authorized driver** is replaced with the following:

**Authorized driver** means:

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

### **EXCLUSIONS – PART D ONLY**

The following exclusion is added:

**We** do not cover **loss** caused to the **insured auto** when it is driven, operated or used by any person who is not an **authorized driver**.

Exclusion 13 is replaced with the following:

13. **Loss** due to and resulting from intentional acts, or reasonably expected to result from the intentional or felonious omissions, committed by an **authorized driver**. This exclusion applies even if the **authorized driver**:
  - a. Lacks the mental capacity to control or govern his or her own conduct, including, but not limited to being under the influence of or being mentally incapacitated by any drug, medication, alcohol, or other substance.
  - b. Is temporarily insane or temporarily lacks the mental capacity to

control or govern his or her conduct or is temporarily unable to form any intent to cause or property damage;

- c. Such **property damage** is of a different kind or greater degree than intended or reasonably expected by the **authorized driver**; or
- d. Such **property damage** is sustained by a different person than intended or reasonably expected by the **authorized driver**.

However, this exclusion does not apply in the case where an innocent **insured** did not cooperate in or contribute to the creation of the **loss** and the loss arose out of a pattern of criminal domestic violence and the perpetrator of the **loss** is criminally prosecuted for the act causing the **loss**.

Delete Exclusion 22 from your policy.

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