The following endorsement applies only if form number PGA.NO.600 appears on your Declarations page.

### **PGA.NO.600 NON-OWNER POLICY**

The provisions and exclusions that apply to this Personal Auto Policy apply to this endorsement, except as changed by this endorsement.

The language or provisions of this endorsement replace any contradictory language or provisions of the policy.

### **INSURING AGREEMENT**

If you have purchased a Non-Owner Policy, you agree with us that the Personal Auto Policy is amended as follows:

### **DEFINITIONS USED THROUGHOUT THIS POLICY**

The following definitions replace those found in the section titled Definitions Used Throughout this Policy:

- 1 Insured auto means any non-owned auto or trailer provided that:
  - a. You have the express or implied permission of the owner to use the auto or trailer;
  - b. The auto is not available for the regular or frequent use by you, a relative or resident; and
  - c. The auto is not owned by **you**, a **relative** or **resident**.

**Insured Person** means **You** and **your** as defined in the Section –Definitions Used Throughout this Policy and not as defined elsewhere I the policy

The **INSURING AGREEMENT** section is deleted and replaced by the following:

## **PART A - LIABILITY COVERAGE**

We will pay damages for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an **accident**.

Damages include prejudgment interest awarded against an **insured person**. **We** will settle or defend, at **our** option; any claim for damages covered under Part A- Liability Coverage.

Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. **We** have no duty to defend any suit or settle any claim for **bodily injury or property damage** not covered under this policy.

## PART B1 - MEDICAL PAYMENTS COVERAGE

We will pay medical expenses, not exceeding the limits shown on the **Declarations page**, incurred as a result of **bodily injury** caused by an **Accident** and sustained by an **insured person**.

## PART B2 - PERSONAL INJURY PROTECTION COVERAGE

We will pay Personal Injury Protection benefits incurred as a result of **bodily injury** caused by an **Accident.** Our duty to pay ends when our limit of benefits for this coverage has been exhausted.

**We** will pay only for those expenses incurred for services rendered within three years from the date of the **Accident**.

## PART C - UNINSURED / UNDERINSURED MOTORISTS COVERAGE

We will pay damages which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured** or **underinsured motor vehicle** because of **bodily injury** or **property damage** caused by an accident resulting from the use of **your insured auto.** 

Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for **bodily injury or property damage** not covered under this policy.

If legal proceedings are brought to determine legal liability or damages without our written consent, **we** are not bound by any resulting judgment.

If **we** and **you** do not agree as to whether or not a vehicle is uninsured, we will have the burden of proof for that issue.

**Property damage** means damage to or loss of use of:

- a. Any property owned by an insured person while contained in the Insured auto, orb. Any property owned by you, while contained in any auto not owned but operated by you.

# PART D - COVERAGE FOR DAMAGE TO THE INSURED AUTO

This section is deleted. No coverage applies under Part D to the **insured auto** of this policy.