

## AMENDATORY ENDORSEMENT

The coverage provided by this Endorsement is subject to all the provisions of the policy and amendments except as they are modified as follows.

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### PART D – PHYSICAL DAMAGE COVERAGE

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#### INSURING AGREEMENT

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

- A. Comprehensive Coverage (excluding **collision**).
1. Physical damage. **We** will pay for **loss** caused by other than **collision** to **your covered auto**, including its equipment, and personal property contained in **your covered auto**, minus any applicable deductible shown on the Declarations. The deductible will be waived for **loss** to window glass that can be repaired rather than replaced. In cases where the repair proves unsuccessful and the window glass must be replaced, the full amount of the deductible, if any, must be paid.
  2. Transportation expenses. **We** will also pay:
    - a. The reasonable amount for transportation expenses incurred by **you** or any **family member**, but no more than the cost of renting an Economy Class vehicle, as defined under Rental Reimbursement Coverage. This applies only in the event of a total theft of **your covered auto**. **We** will pay only transportation expenses incurred during the period beginning 48 hours after the theft and ending when **your covered auto** is returned to use or, if not recovered or not **repairable**, up to seven days after **we** have made a settlement offer.

- b. If Rental Reimbursement Coverage is afforded, the vehicle class for transportation expenses is the vehicle class shown on the Declarations for Rental Reimbursement for that vehicle.

Paragraph C. is replaced in its entirety by the following:

- C. Rental Reimbursement Coverage (for **loss** other than total theft).
1. **We** will reimburse **you** for expenses **you** or any **family member** incurs to rent a substitute for **your covered auto**. This coverage applies only if:
    - a. **Your covered auto** is withdrawn from use due to a **loss**, other than a total theft, to that auto; and
    - b. The **loss** is covered under Comprehensive Coverage or caused by **collision**, and the cause of **loss** is not otherwise excluded under Part D of this policy.
  2. **We** will reimburse **you** only for that period of time reasonably required to **repair** or replace **your covered auto**. If **we** determine **your covered auto** is a total loss, the rental period will end no later than seven days after **we** have made a settlement offer.

#### LIMIT OF LIABILITY

Paragraph A. of the Limit of Liability section is replaced in its entirety by the following:

A. Total loss to **your covered auto**. Our limit of liability under Comprehensive Coverage and Collision Coverage is the **actual cash value** of the vehicle, inclusive of any **custom equipment**, and the cost to transfer or replace any equipment, furnishings or parts designed to assist disabled persons.

1. The maximum amount **we** will include for **loss to custom equipment** in or on **your covered auto** is \$5,000.
2. **We** will declare **your covered auto** to be a total loss if, in **our** judgment, the cost to **repair** it would be greater than its **actual cash value** minus its salvage value after the **loss**.
3. If Car Replacement Assistance is shown on the Features Declarations for this **your covered auto**, **we** will pay an additional 20% of the **actual cash value** of the vehicle at the time of a total loss. This additional amount:
  - a. Is separate from the limit available for **loss to your covered auto** under Comprehensive Coverage or Collision Coverage; and
  - b. Is available if the total loss is paid:
    - (1) Under this policy's Comprehensive Coverage or Collision Coverage; or
    - (2) Because of the **PD** by or on behalf of persons or organizations who may be legally responsible.

However, Car Replacement Assistance does not apply to total loss to any **nonowned vehicle**.

Paragraph D. is replaced in its entirety by the following:

D. Under Rental Reimbursement Coverage, **our** maximum limit of liability is the reasonable amount necessary to reimburse **you** for expenses incurred to rent a vehicle in the applicable class shown on the Declarations:

1. Economy Class. For purposes of this endorsement, Economy Class means "mini," small or compact 2- and 4-door cars that are not considered sports or luxury vehicles and are not the station wagon type.
2. Standard Class. For purposes of this endorsement, Standard Class means standard and full size 2- and 4-door cars that are not considered sports or luxury vehicles and are not the station wagon type.
3. Multipassenger/Truck Class. For purposes of this endorsement, Multipassenger/Truck Class means:
  - a. Sports, convertible and luxury cars of any size;
  - b. Station wagons;
  - c. Minivans;
  - d. Mid-size cargo and passenger **vans**;
  - e. Pickup trucks; and
  - f. "Mini," small and midsize sport utility vehicles (SUVs) that are not considered luxury SUVs.
4. Large SUV Class. For purposes of this endorsement, Large SUV Class means luxury SUVs of any size, large SUVs, any private passenger vehicle equipped to assist the disabled (when available) and large cargo or passenger **vans**.

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## **PART E - GENERAL PROVISIONS**

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### **OUR RIGHT TO RECOVER PAYMENT**

The Our Right to Recover Payment section is amended to add the following:

**Our rights in this section do not apply with respect to amounts paid in excess of the actual cash value of your covered auto because of Car Replacement Assistance.**

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