

**COMMONWEALTH OF VIRGINIA**  
**STATE CORPORATION COMMISSION**  
**BUREAU OF INSURANCE**

AT RICHMOND, June 15, 2005  
ADMINISTRATIVE ORDER NO. 11705

PRIVATE PASSENGER AUTOMOBILE INSURANCE

ESTABLISHMENT OF STANDARD FORMS OF POLICIES, RIDERS, ENDORSEMENTS, AND OTHER SPECIAL OR SUPPLEMENTAL AGREEMENTS AND PROVISIONS FOR USE BY ALL INSURANCE COMPANIES IN INSURING (1) AGAINST LOSS OR DAMAGE RESULTING FROM ACCIDENT TO, OR INJURY SUFFERED BY, ANY PERSON, AND FOR WHICH THE PERSON INSURED IS LIABLE, (2) AGAINST LOSS BY LIABILITY FOR DAMAGE TO PROPERTY RESULTING FROM THE OWNERSHIP, MAINTENANCE OR USE OF ANY MOTOR VEHICLE, AND (3) AGAINST LOSS OF OR DAMAGE TO ANY MOTOR VEHICLE OWNED BY THE INSURED, PURSUANT TO THE PROVISIONS OF SECTIONS 38.2-2218 TO 38.2-2223, INCLUSIVE, OF THE CODE OF VIRGINIA.

WHEREAS, Pursuant to the provisions of Sections 38.2-2218 to 38.2-2223, inclusive, of the Code of Virginia, certain forms of policies, riders, endorsements, and other special or supplemental agreements and provisions for use by all insurance companies in insuring (1) against loss or damage resulting from accident to, or injury suffered by, any person, and for which the person insured is liable, (2) against loss by liability for damage to property resulting from the ownership, maintenance or use of any motor vehicle, and (3) against loss of or damage to any motor vehicle owned by the insured have been established;

AND IT APPEARING to the Commissioner of Insurance that a statutory change enacted effective July 1, 2005, necessitated a change to a standard form endorsement;

IT IS, THEREFORE, ORDERED, That the following endorsement for use in connection with the readable standard policy form, PP 00 01 06 98 - Personal Auto Policy approved via Administrative Order 11372, be, and it hereby is, filed by the State Corporation Commission, Bureau of Insurance, in its office at Richmond, Virginia:

PP 01 99 07 05 Amendment of Policy Provisions – Virginia

IT IS FURTHER ORDERED, That, except as hereinafter provided, the new endorsement is approved and available for use by all insurance companies using readable standard policy form, PP 00 01 06 98 – Personal Auto Policy approved via Administrative Order 11372, effective on and after July 1, 2005;

IT IS FURTHER ORDERED, That the new endorsements shall become the standard forms for policies effective on and after July 1, 2005, and thereafter no insurance company shall use any readable forms covering substantially the same agreements provided for by such standard forms, unless they are in the precise language of the standard forms;

IT IS FURTHER ORDERED, That if there is objection to the provisions of the proposed standard forms the objection must be filed in writing within twenty days from the date upon which this Order is entered. If written objection is filed, such forms shall not become standard as provided herein and proceedings in reference thereto shall be instituted.

IT IS FURTHER ORDERED, That the Bureau of Insurance shall immediately notify all parties to whom attested copies of this Order are directed, in writing, upon receipt of an objection from any insurance company as to the provisions of any proposed standard form.

IT IS FURTHER ORDERED, That there being, in the opinion of the Commissioner, no further necessity for the continuance of the following endorsements, they are withdrawn for all policies effective on and after July 1, 2005:

PP 01 99 01 04 Amendment of Policy Provisions – Virginia

IT IS FURTHER ORDERED, That attested copies of this Order be sent to all licensed rate service organizations, Mary M. Bannister, Deputy Commissioner of Insurance and all companies that are affected thereby.

## **SUMMARY OF CHANGES – ADMINISTRATIVE ORDER 11705**

### **Introduction**

The ISO Personal Auto Policy Program, a readable standard form, became available for use on September 1, 2000 via Administrative order 11372. The changes outlined below are applicable to only the ISO Personal Auto Policy Program.

### **Content of Administrative Order 11705**

The changes contemplated in Administrative Order 11705 pertain to the following readable private passenger automobile standard form:

- Form PP 01 99 07 05 Amendment of Policy Provisions - Virginia replaces form PP 01 99 01 04 Amendment of Policy Provisions – Virginia for all policies effective on and after July 1, 2005

### **Purpose**

The change to this form involves the Limit of Liability provision under Part A – Liability:

This change was made in compliance with Senate Bill 1260. This bill amended the provisions of Virginia Code § 38.2-2204 to provide that when one accident or occurrence involves more than one defendant who is covered by the policy, the plaintiff may recover the per person limit of the policy against each such defendant, subject to the per accident or occurrence limit of the policy.

GRANT OF PERMISSION

Insurance Services Office, Inc. ("ISO"), a corporation with principal offices at 545 Washington Boulevard, Jersey City, New Jersey 07310-1686, hereby grants permission to the Virginia State Corporation Commission and Bureau of Insurance ("Commission") to reprint, copy or otherwise use the copyrighted insurance forms set out below for purposes of promulgating said forms as the standard forms for use by all insurers in the Commonwealth of Virginia.

In the event ISO, after engaging in good faith negotiations and dialogue with the Commission, is unable to obtain Commission approval of legislatively mandated revisions to the copyrighted insurance forms at least thirty days prior to the effective date of the legislation, ISO hereby grants permission to the Commission to make such legislatively mandated revisions to ISO's copyrighted Virginia - specific endorsements for the purposes of promulgating said Virginia - specific endorsements as standard forms for use by all insurers in the Commonwealth of Virginia. In the event the Commission revises a copyrighted ISO Virginia - specific endorsement, the Commission must notify ISO of the revision at least 24 hours prior to promulgating the revision and must include the following ISO copyright notice on such form:

"Includes copyrighted material of Insurance Services Office, Inc., with its permission."

ISO further agrees not to take legal action based on the use of the copyrighted insurance forms set out below against any insurer legally and validly using said copyrighted forms in Virginia for risks located in Virginia. This grant of permission takes effect on the date the Commission promulgates the forms for use in Virginia.

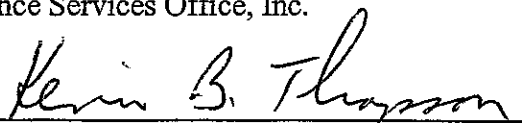
If, as of a specific date, it is no longer a requirement that all insurers licensed or authorized to write personal automobile insurance in Virginia must use the promulgated forms, this Grant of Permission shall terminate as of that date. This Grant of Permission may also be terminated for any reason with 365 days prior written notice to the Commission. Upon termination of this Grant of Permission, use of the copyrighted forms shall only be allowed with the express permission of ISO and with the standard ISO copyright notice displayed.

PP 01 99 07 05, Amendment of Policy Provisions - Virginia

Date: 04/29/05

Insurance Services Office, Inc.

By



Kevin B. Thompson

Sr. Vice President

Insurance Services Department

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF POLICY PROVISIONS – VIRGINIA

### I. Definitions

Definition **K.** is replaced by the following:

**K.** "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto; or
  - b. A pickup or van, for which no other policy provides coverage, that is not used for business or commercial purposes, other than farming or ranching.
2. For any coverage provided in this policy, a "newly acquired auto":
  - a. Which replaces a vehicle shown in the Declarations will have the same coverage as the vehicle it replaced.
  - b. Which is in addition to any vehicle shown in the Declarations will have the broadest coverage we now provide for any vehicle shown in the Declarations.
3. Coverage for a "newly acquired auto" begins on the date you become the owner. However, for any coverage provided in this policy to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it:
  - a. During the policy period; or
  - b. Within 30 days after you become the owner.

If you ask us to insure a "newly acquired auto" which is in addition to any vehicle shown in the Declarations after the specified time period described above has elapsed, any coverage we provide for the "newly acquired auto" will begin at the time you request the coverage.

### II. Part A – Liability Coverage

Part **A** is amended as follows:

- A.** The **Insuring Agreement** is replaced by the following:

### INSURING AGREEMENT

We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for damages which are payable under the terms of this policy, even if any of the allegations of the claim or suit are groundless, false or fraudulent. In addition to our limit of liability, we will pay all defense costs we incur. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

"Insured" as used in this Part means:

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
  2. Any person using or responsible for the use of "your covered auto".
  3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
  4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision **(4.)** applies only if the person or organization does not own or hire the auto or "trailer".
- B.** Paragraph **3.** of the **Supplementary Payments** Provision is replaced by the following:
- In addition to our limit of liability, we will pay on behalf of an "insured":
3. All costs taxed against an "insured" and all interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

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**C. The following provisions are added to the **Supplementary Payments** Provision:**

In addition to our limit of liability, we will pay on behalf of an "insured":

6. General average and salvage charges for which any "insured" becomes legally responsible because of an auto being transported.
7. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

**D. Exclusion **A.6.** is replaced by the following:**

We do not provide Liability Coverage for any "insured":

6. While employed or otherwise engaged in the "business" of:
  - a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (**A.6.**) does not apply:

- a. To the extent that this coverage provides the limits of liability required by the Financial Responsibility Law of Virginia; and
- b. To the ownership, maintenance or use of "your covered auto" by:
  - (1) You;
  - (2) Any "family member"; or
  - (3) Any director, stockholder, partner, agent, or employee of you or any "family member".

**E. The **Limit Of Liability** Provision is replaced by the following:**

**LIMIT OF LIABILITY**

The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident. However, subject to this limit of liability for each accident, when one auto accident involves more than one "insured" against whom claim is made or suit is brought, the limit of liability shown in the Declarations for each person for Bodily Injury Liability applies separately to each "insured".

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made; or
3. Vehicles or premiums shown in the Declarations.

**F. Paragraph **B.** of the **Out Of State Coverage** Provision is replaced by the following:**

- B.** No one will be entitled to payment in excess of actual damages.

**III. Part **B** – Medical Payments Coverage**

Part **B** does not apply.

**IV. Part **D** – Coverage For Damage To Your Auto**

Part **D** is amended as follows:

**A. Paragraph **A.** of the **Insuring Agreement** is replaced by the following:**

- A.** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.

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- 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

**B.** The **Transportation Expenses** Provision does not apply.

**C.** Exclusion **5.** is replaced by the following:

We will not pay for:

- 5. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:
  - a. Citizens band radios;
  - b. Telephones;
  - c. Two-way mobile radios;
  - d. Scanning monitor receivers;
  - e. Television monitor receivers;
  - f. Video cassette recorders;
  - g. Audio cassette recorders; or
  - h. Personal computers.

This Exclusion (**5.**) does not apply to:

- a. Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems;
- b. A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone; or
- c. A citizen band radio, two-way mobile radio or scanning monitor receiver that is permanently installed in the opening of the dash or console, of "your covered auto" or any "non-owned auto", normally used by the manufacturer for installation of such equipment.

**D.** Exclusion **7.** does not apply.

**E.** Exclusion **8.** is replaced by the following:

We will not pay for:

- 8. Loss to:
  - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or

- b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:

- (1) Cooking, dining, plumbing or refrigeration facilities;
- (2) Awnings or cabanas; or
- (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (**8.**) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
  - (1) Acquire during the policy period; and
  - (2) Ask us to insure within 30 days after you become the owner.

**F.** The following exclusion is added:

We will not pay for loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

"Diminution in value" as used in this exclusion means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

**G.** The **Limit Of Liability** Provision is replaced by the following:

**LIMIT OF LIABILITY**

**A.** Our limit of liability for loss will be the lesser of the:

- 1. Actual cash value of the stolen or damaged property; or
- 2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

- 1. Any "non-owned auto" which is a trailer is \$500.
- 2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000.

**B.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

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H. The **Payment Of Loss** Provision is replaced by the following:

**PAYMENT OF LOSS**

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include:

1. The applicable state and local sales and use taxes for the damaged or stolen property at the time of loss; and
2. Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total loss to a "your covered auto" or a "non-owned auto";

in addition to our limit of liability.

In the event of a total loss to a "your covered auto" or a "non-owned auto", we will satisfy any applicable salvage or disposal charges in addition to our payment.

I. The **Other Sources Of Recovery** Provision is replaced by the following:

**OTHER INSURANCE**

If other insurance also covers the loss, 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 "non-owned" auto shall be excess over any other collectible insurance including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance.

J. The **Appraisal** Provision is replaced by the following:

**APPRAISAL**

A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will determine the amount of loss. However, such decision will not be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

V. **Part E – Duties After An Accident Or Loss**

Part E is replaced by the following:

We have no duty to provide Liability Coverage or Coverage For Damage To Your Auto under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. An "insured", as defined under Part A, seeking Liability Coverage, or any person seeking coverage under Part D, must:
  1. Cooperate with us in the investigation, settlement, or defense of any claim or suit.
  2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  3. Submit, as often as we reasonably require, to examination under oath and subscribe the same.
  4. Authorize us to obtain other pertinent records.
  5. Submit a proof of loss when required by us.

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C. An "insured", as defined under Part A, seeking Liability Coverage must also:

1. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for those exams.
2. Authorize us to obtain medical reports.

D. A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

## VI. Part F – General Provisions

Part F is amended as follows:

A. The **Bankruptcy** Provision is replaced by the following:

### **BANKRUPTCY**

Bankruptcy or insolvency of the "insured" or the "insured's" estate shall not relieve us of any obligations under this policy.

B. The **Changes** Provision is replaced by the following:

### **CHANGES**

1. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
2. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
  - a. The number, type or use classification of insured vehicles;
  - b. Operators using insured vehicles;
  - c. The place of principal garaging of insured vehicles;
  - d. Coverages, deductibles, or limits.

If a change resulting from 1. or 2. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

3. If we make a change which broadens coverage without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state.

C. The **Legal Action Against Us** Provision is replaced by the following:

### **LEGAL ACTION AGAINST US**

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:

1. We agree in writing that the "insured" has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial. If that judgment is returned unsatisfied, legal action may then be maintained against us for the amount of the obligation that does not exceed the limits of applicable coverage under this policy.

No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

D. Paragraph B. of the **Our Right To Recover Payment** Provision does not apply.

E. The **Termination** Provision is replaced by the following:

### **TERMINATION**

#### **Cancellation**

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations, or his duly constituted attorney-in-fact, may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing by registered or certified mail or United States Post Office certificate of mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice if the notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy;
  - b. At least 15 days notice if:
    - (1) This policy has been in effect more than 60 days; and

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- (2) Cancellation is for nonpayment of premium; or
- c. At least 45 days notice in all other cases.
- 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium;
  - b. If you or your duly constituted attorney-in-fact has notified us of a change in your legal residence to a state other than Virginia, and "your covered auto" will be principally garaged in the new state of legal residence; or
  - c. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
    - (1) During the policy period; or
    - (2) If the policy is a renewal, 90 days immediately preceding the last effective date.

**Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice, by registered or certified mail or United States Post Office certificate of mailing, to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 45 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

- 1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
- 2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- 3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

**Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

**Other Termination Provisions**

- 1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium, computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.

F. The **Policy Period And Territory** Provision is replaced by the following:

**POLICY PERIOD AND TERRITORY**

This policy applies only to accidents and losses which occur:

- 1. During the policy period, which:
  - a. Begins from the date and time shown in the Declarations; and
  - b. Ends as of 12:01 a.m. Eastern Standard Time on the last day of the policy period shown in the Declarations; and
- 2. Within the policy territory.

The Policy Territory is:

- 1. The United States of America, its territories or possessions;
- 2. Puerto Rico; or
- 3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

G. The **Two Or More Policies** Provision is replaced by the following:

**TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us apply to the same accident, no one will be entitled to receive payment in excess of actual damages.

H. The following provision is added:

**TWO OR MORE AUTOS INSURED UNDER THIS POLICY**

- 1. When two or more "your covered autos" are involved in the same accident or loss, the terms of this policy shall apply separately to each "your covered auto", including any applicable deductibles.

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2. If an auto and an attached trailer are both insured under this policy and involved in the same accident or loss, they shall be considered:
  - a. One auto with respect to the limits of liability under Part A.
  - b. Separate autos under Part D.

**VII. Miscellaneous Endorsements – Medical Expense And Income Loss Benefits Coverage**  
Any reference to **Part B – Medical Payments Coverage** or no-fault coverage in any attached endorsement is replaced with **Medical Expense And Income Loss Benefits Coverage**.

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