

# Required Coverages and Amendments

## AMENDMENT OF MOTOR VEHICLE PROVISIONS - NEVADA BASIC VALUE

### NOTICE

The contrasting boldface type contained in this endorsement is in compliance with the Nevada statutory requirements that "anti-stacking" provisions be prominently displayed in the policy, binder or endorsement.

### I. PERSONAL LIABILITY - MOTOR VEHICLE

#### A. LIMIT OF LIABILITY

The Limit of Liability is deleted and replaced by the following:

#### LIMIT OF LIABILITY

1. **PERSONAL LIABILITY - THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "BODILY INJURY EACH PERSON" IS OUR TOTAL LIMIT OF LIABILITY FOR DAMAGES BECAUSE OF BODILY INJURY SUSTAINED BY ANY ONE PERSON IN ANY ONE MOTOR VEHICLE ACCIDENT, INCLUDING DAMAGES SUSTAINED BY ANYONE ELSE AS A RESULT OF THAT BODILY INJURY.**

**SUBJECT TO THIS LIMIT FOR EACH PERSON, THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "BODILY INJURY EACH ACCIDENT" IS OUR TOTAL LIMIT OF LIABILITY FOR ALL DAMAGES FOR BODILY INJURY SUSTAINED BY TWO OR MORE PERSONS IN ANY ONE MOTOR VEHICLE ACCIDENT.**

**THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "PROPERTY DAMAGE EACH ACCIDENT" IS OUR TOTAL LIMIT OF LIABILITY FOR ALL PROPERTY DAMAGE RESULTING FROM ANY ONE VEHICLE ACCIDENT.**

**THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:**

- a. **COVERED PERSONS;**
- b. **CLAIMS OR SUITS MADE;**
- c. **VEHICLES INVOLVED IN AN ACCIDENT OR SHOWN IN THE COVERAGE SUMMARY;**
- d. **PERSONS WHO SUSTAIN INJURY OR DAMAGE;**
- e. **VEHICLES INSURED BY THIS OR ANY OTHER POLICY ISSUED BY US OR OTHERS; OR**
- f. **PREMIUMS PAID FOR THIS COVERAGE.**

2. **LIMITS IN EXCESS OF FINANCIAL RESPONSIBILITY LIMITS - BODILY INJURY AND PROPERTY DAMAGE**

**IF THIS POLICY PROVIDES COVERAGE THAT EXCEEDS THE LIMITS REQUIRED BY THE APPLICABLE FINANCIAL RESPONSIBILITY LAW, THEN SUCH EXCESS SHALL NOT APPLY TO:**

- A. **THE OPERATION OR USE OF A MOTOR VEHICLE BY ANY PERSON OTHER THAN:**
  - (1) **A NAMED INSURED OR OTHER PERSON NAMED IN THE COVERAGE SUMMARY; OR**
  - (2) **A FAMILY MEMBER; OR**
- B. **AN AGENT OR EMPLOYEE OF A PERSON INCLUDED IN 2.A. ABOVE, WHILE IN THE SCOPE OF THE EMPLOYEE'S EMPLOYMENT BY THAT PERSON;**

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## **BUT THIS LIMITATION SHALL NOT APPLY TO LIABILITY INCURRED BY A COVERED PERSON OR A FAMILY MEMBER.**

We will defend or settle any claim or suit as we decide is appropriate even if the claim or suit is groundless, false or fraudulent. Our obligation to defend any claim or suit ends when the amount we pay for damages for settlement or judgment equals our limit of liability. We have no duty to defend any suit or settle any claim for ***bodily injury*** or ***property damage*** not covered under this "MOTOR VEHICLE" Segment.

No one will be entitled to receive payment for the same elements of loss under this coverage and:

1. Medical Expense Coverage;
2. Uninsured/Underinsured Motorists Coverage; or
3. Limited Economic Benefits Coverage;

provided by this policy.

Any claims for care, loss of services, loss of consortium and injury to any interpersonal relationship shall be included in the limit.

Punitive and exemplary damages are not covered and therefore are not included in and are not in addition to the limit of liability shown in the Coverage Summary for Motor Vehicle Liability.

### **Financial Responsibility**

When this policy is certified as proof under any motor vehicle financial responsibility law, this policy will comply with the provisions of that law. **We** will not void the first \$15,000 of bodily injury liability per person, \$30,000 of bodily injury liability per accident and \$10,000 of property damage liability per accident.

## **B. LOSSES WE DO NOT COVER**

Exclusion 9.d. and the subsequent provisions of exclusion 9. are deleted and replaced by the following:

### **WE DO NOT PROVIDE PERSONAL LIABILITY - MOTOR VEHICLE COVERAGE FOR THE OWNERSHIP, MAINTENANCE OR USE OF ANY MOTOR VEHICLE OTHER THAN:**

- 9d. ONLY FOR YOU OR A FAMILY MEMBER, ANY AUTOMOBILE OR TRAILER NOT OWNED BY OR FURNISHED OR AVAILABLE FOR THE REGULAR USE OF YOU OR ANY FAMILY MEMBER.**

**BUT IN NO INSTANCE SHALL COVERAGE BE PROVIDED FOR THE OWNERSHIP, MAINTENANCE OR USE OF ANY OF THE FOLLOWING VEHICLES, UNLESS THAT VEHICLE IS SHOWN IN THE COVERAGE SUMMARY:**

- A. A VEHICLE PREVIOUSLY OWNED BY AND REGISTERED TO A COVERED PERSON, A NON-RESIDENT SPOUSE, OR ANY OTHER PERSON LIVING WITH A COVERED PERSON;**
- B. A VEHICLE OWNED BY ANY COVERED PERSON'S EMPLOYER;**
- C. A VEHICLE OWNED BY A CORPORATION WHERE ANY COVERED PERSON OWNS 20% OR MORE OF THE CORPORATION;**
- D. ANY UTILITY VEHICLE, PICKUP OR VAN USED FOR ANY BUSINESS; OR**
- E. A VEHICLE OWNED BY ANY FAMILY MEMBER.**

## **III. MEDICAL EXPENSE - MOTOR VEHICLE**

### **A. LIMIT OF LIABILITY**

Paragraph 1. of the **Limit of Liability** is deleted and replaced by the following:

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1. THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "MEDICAL EXPENSE" IS OUR MAXIMUM LIMIT OF LIABILITY FOR EACH PERSON INJURED IN ANY ONE ACCIDENT. THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

- a. COVERED PERSONS;
- b. CLAIMS OR SUITS MADE;
- c. VEHICLES INVOLVED IN AN ACCIDENT OR SHOWN IN THE COVERAGE SUMMARY;
- d. PERSONS WHO SUSTAIN INJURY OR DAMAGE.
- e. VEHICLES INSURED BY THIS OR ANY OTHER POLICY ISSUED BY US OR OTHERS.

## B. LOSSES WE DO NOT COVER

Exclusions 8. and 9. are deleted and replaced by the following:

8. SUSTAINED WHILE OCCUPYING, OR WHEN STRUCK BY, ANY VEHICLE (OTHER THAN A VEHICLE COVERED UNDER PERSONAL LIABILITY - MOTOR VEHICLE) WHICH IS:
  - a. OWNED BY YOU; OR
  - b. FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.
9. SUSTAINED WHILE OCCUPYING, OR WHEN STRUCK BY, ANY VEHICLE (OTHER THAN A VEHICLE COVERED UNDER PERSONAL LIABILITY - MOTOR VEHICLE) WHICH IS:
  - a. OWNED BY ANY FAMILY MEMBER; OR
  - b. FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY FAMILY MEMBER.

HOWEVER, THIS EXCLUSION (9.) DOES NOT APPLY TO YOU.

## IV. GENERAL PROVISIONS

### A. TERMINATION

Under item 1., amendments to the "GENERAL PROVISIONS", the following is added:

#### TERMINATION

1. Paragraph b. of **Cancellation** is deleted and replaced by the following:
  - b. We may cancel for the reasons and with the number of days notice stated below by letting you know in writing of the date. This cancellation may be delivered to you, or mailed to you by first class mail or certified mail at the address last known by us. Proof of mailing will be sufficient proof of notice.

2. **Nonrenewal** is deleted and replaced by the following:

#### Nonrenewal

- a. We may elect not to renew this Segment. We may do so by delivering to you, or mailing by first class mail or certified mail to you at the address last known by us, written notice at least 30 days before the expiration date of this policy.
- b. Proof of mailing will be sufficient proof of notice.
- c. If the policy period is:
  - (1) Less than 6 months, we will have the right not to renew or continue this policy every six months after its original effective date.

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- (2) 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

## B. OTHER INSURANCE

The exception to **Other Insurance** in the "**MOTOR VEHICLE**" Segment is deleted and replaced by the following:

### OTHER INSURANCE-

The following provision is added:

**IF WE MAKE PAYMENT FOR A LOSS WHICH IS ALSO COVERED UNDER ANOTHER SEGMENT OF THIS POLICY THERE WILL BE NO COVERAGE UNDER THIS SEGMENT.**

The following exceptions are added:

If there is other applicable liability insurance:

1. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the **business** of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Delivering;
- e. Testing;
- f. Road Testing;
- g. Parking; or
- h. Storing;

**motor vehicles.** This applies only if a **covered person**:

- a. Is operating the vehicle; and
- b. Is neither the person engaged in such **business** nor that person's employee or agent.

2. Any insurance we provide for a vehicle you own shall be excess to that of a person engaged in the **business** of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Delivering;
- e. Testing;
- f. Road testing;
- g. Parking; or
- h. Storing;

**motor vehicles,** if the **accident** occurs while the vehicle is being operated by that person or that person's employee or agent.

## C. SUBROGATION

The **Subrogation** provision is amended as follows:

1. This provision does not apply to **Medical Expense - Motor Vehicle.**
2. The first two paragraphs are deleted and replaced by the following:

If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:

- (1) Whatever is necessary to enable us to exercise our rights and
- (2) Nothing after loss to prejudice them.

However, our rights in this paragraph do not apply:

- (1) Under **Physical Damage Motor Vehicle** against any person using a covered **motor vehicle** with a reasonable belief that that person is entitled to do so; and
- (2) Under the definition of **Underinsured Motor Vehicle** in the **Uninsured/Underinsured Motorists Coverage Endorsement.**

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## D. TWO OR MORE MOTOR VEHICLE POLICIES

The **Two or More Motor Vehicles Policies** provision is deleted and replaced by the following:

### **TWO OR MORE MOTOR VEHICLE POLICIES.**

**IF THIS POLICY AND ANY OTHER MOTOR VEHICLE POLICY ISSUED TO YOU BY US APPLY TO THE SAME ACCIDENT, THE MAXIMUM LIMIT OF OUR LIABILITY UNDER ALL THE POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE LIMIT OF LIABILITY UNDER ANY ONE POLICY.**

**THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:**

- 1. COVERED PERSONS;**
- 2. CLAIMS MADE;**
- 3. VEHICLES OR PREMIUMS SHOWN IN THE COVERAGE SUMMARY; OR**
- 4. VEHICLES INVOLVED IN THE ACCIDENT.**

All other provisions of this policy apply.

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