

Required Coverages and Amendments

AMENDMENT OF MOTOR VEHICLE PROVISIONS - NEVADA

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.

DEFINITIONS

The following is added to the definition of **2. Automobile**:

For coverage to apply under this policy, any **automobile** listed on the Coverage Summary must be owned or leased, at the time of loss, by the named insured listed on the Coverage Summary or a resident **family member** of the named insured's household. However, this does not apply if the **automobile** listed on the Coverage Summary is a corporately owned or leased **automobile** and the named insured or resident **family member** is insuring the **automobile** for personal use.

For the purposes of this policy, an **automobile** shall be deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six months.

The term **automobile** does not include a motor home.

The following is added to the definitions **8. Custom**:

- e. altered suspension (raised or lowered from factory design).

The following is added to the definition of **11. Motor Vehicle**:

For coverage to apply under this policy, any **motor vehicle** listed on the Coverage Summary must be owned or leased, at the time of loss, by the named insured listed on the Coverage Summary or a resident **family member** of the named insured's household. However, this does not apply if the **motor vehicle** listed on the Coverage Summary is a corporately owned or leased **motor vehicle** and the named insured or resident **family member** is insuring the **motor vehicle** for personal use.

For the purposes of this policy, a **motor vehicle** shall be deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six months.

The following is added to the definition of **Bodily Injury**:

Bodily Injury does not include, in whole or in part, arises out of, is aggravated by or results from biological irritants, contaminants or spores - including but not limited to mold or fungus.

The following is added to the definition of **Comprehensive**:

Comprehensive does not cover loss consisting of, resulting from, arising out of or in any way caused by biological irritants, contaminants or spores - including but not limited to mold or fungus.

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

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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. MOTORCYCLE GUEST PASSENGER LIABILITY - THIS LIMIT OF LIABILITY WILL APPLY FOR ANY PERSON OCCUPYING, AS A PASSENGER, A COVERED MOTORCYCLE.

THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR EACH PERSON FOR "MOTORCYCLE GUEST PASSENGER LIABILITY, BODILY INJURY EACH PERSON" IS OUR TOTAL LIMIT OF LIABILITY FOR ALL 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 "MOTORCYCLE

GUEST PASSENGER LIABILITY, 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.

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
- f. PREMIUMS PAID FOR THIS COVERAGE.

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. 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; or
2. Uninsured/Underinsured Motorists Coverage;
3. provided by this policy.

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.

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B. LOSSES WE DO NOT COVER

Exclusions 9.e. and 9.f. 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:

- 9 e. 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.
- 9 f. A MOTOR VEHICLE YOU MAINTAIN OR USE WHICH IS:
 - (1) OWNED BY A FAMILY MEMBER AND NOT SHOWN IN THE COVERAGE SUMMARY; OR
 - (2) FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY FAMILY MEMBER

Exclusion 14. is added:

Punitive or exemplary damages or the cost of defense related to such damages.

PHYSICAL DAMAGE-MOTOR VEHICLE INSURING AGREEMENT

The following is added to paragraph 1.a.:

- (1) We will waive your Comprehensive deductible entirely if you choose to repair your windshield rather than replace it.

PHYSICAL DAMAGE LOSSES WE DO NOT COVER

Item 8. is deleted in its entirety and replaced with:

- 8. Loss or damage to any custom furnishings or equipment in or upon any automobile, pickup or van shown in the Coverage Summary, unless the Coverage Summary indicates that "Customization Coverage" is provided for that vehicle.

III. MEDICAL EXPENSE - MOTOR VEHICLE

A. LIMIT OF LIABILITY

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

- 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 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

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- b. FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY FAMILY MEMBER.

policy at each anniversary of its original effective date.

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

IV. GENERAL PROVISIONS

A. TERMINATION

Only in regard to the **MOTOR VEHICLE** coverage, the policy's "**GENERAL PROVISIONS**" section is further amended as follows:

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.
 - (2) 1 year or longer, we will have the right not to renew or continue this

B. OTHER INSURANCE

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

OTHER INSURANCE - 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 except as indicated in Provisions **2.** and **3.** below.
2. 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.
3. If the vehicle you do not own is a rental private passenger automobile, the following priorities of recovery apply:
 - a. First priority: Any source of recovery purchased as an option from the owner of the rental private passenger automobile.

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- b. Second priority: Any policy affording Liability Coverage to the "insured" as a named insured or "family member".
- c. Third priority: Any policy affording Liability Coverage to the owner of the rental private passenger automobile.
- 4. 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.

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.