

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

## STATE CONFORMANCE ENDORSEMENT - COLORADO

The following amendment changes the policy to conform to Colorado state laws. Please read your entire policy for full details about your coverages.

The following is added:

Throughout the policy and endorsements attached to it, reference to minimum limits means the following limits of liability as required by Colorado law, to be provided under a policy of automobile liability insurance:

- A. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
- B. \$15,000 for each accident with respect to "property damage".

### DEFINITIONS

A. Definition A. is replaced by the following:

A. Throughout this policy, "you" and "your" refer to the named insured shown in the Declarations, and:

- 1. The spouse; or
- 2. A party who has entered into a civil union with the named insured recognized under Colorado law;

if a resident of the same household.

If the spouse or party who has entered into a civil union with the named insured ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse or such party will be considered "you" and "your" under this policy but only until the earliest of:

- 1. The end of 90 days following the spouse's or such party's change of residency;
- 2. The effective date of another policy listing the spouse or such party as a named insured; or
- 3. The end of the policy period.

B. Definition E. is replaced by the following:

E. "Family member" means a person related to you by blood, marriage, civil union recognized under Colorado law or adoption who is a resident of your household. This includes a ward or foster child.

### PART A – LIABILITY COVERAGE

A. **INSURING AGREEMENT** deletes the following sentence from this provision:

Damages include pre-judgment interest awarded against the "insured".

B. **EXCLUSIONS** adds the following:

We do not provide Liability Coverage for you or any "family member" for "bodily injury" to any "family member".

### PART B – MEDICAL PAYMENTS COVERAGE

A. **INSURING AGREEMENT, B.** is deleted and replaced by the following:

"Insured" as used in this Part means you or any "family member" or any other person while "occupying", maintaining or using "your covered auto".

B. The following provision is added:

#### ASSIGNMENT OF PAYMENTS OF COVERED EXPENSES

A. An "insured" may assign, in writing, payments of expenses for services provided to the "insured" that are covered under Part B of this policy to:

- 1. A licensed hospital or other licensed health care provider as defined in COLO. REV. STAT. SECTION 10-4-601;
- 2. An occupational therapist as defined in COLO. REV. STAT. SECTION 12-40.5-103; or
- 3. A massage therapist as defined in COLO. REV. STAT. SECTION 12-35.5-103.

- B. If an "insured" assigns such payments, we will pay expenses for services covered under Part B directly to the licensed hospital or other licensed health care provider, occupational therapist or massage therapist described in Paragraph A.

#### **PART F – GENERAL PROVISIONS**

- A. The second paragraph of the **Payment of Loss** Provision is deleted and replaced by the following:

If we pay a total loss or a "constructive total loss" for any of "your covered auto(s)" shown in the Declarations, all coverage under this policy for such covered auto(s) will terminate simultaneously upon payment of the loss. The amount we will pay for a total loss or "constructive total loss" of "your covered auto(s)" shall be reduced by any amount previously paid for repairs not completed at the time of the total loss.

- B. The **Our Right To Recover Payment** Provision is amended as follows:

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

1. With respect to "bodily injury" coverage provided under PART A – LIABILITY COVERAGE, Paragraph B. is replaced by the following:
  - B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
    1. Hold in trust for us the proceeds of the recovery; and
    2. Reimburse us to the extent of our payment after that person has been fully compensated for damages. However, any reimbursement due to us shall be reduced by our proportionate share of attorneys' fees and expenses incurred in bringing the claim.
2. With respect to PART B – MEDICAL PAYMENTS COVERAGE:
  - a. Paragraph A. does not apply.
  - b. Paragraph B. is replaced by the following:
    - B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
      1. Hold in trust for us the proceeds of the recovery; and
      2. Reimburse us to the extent of our payment after that person has been fully compensated for damages. However, any reimbursement due to us shall be reduced by our proportionate share of attorneys' fees and expenses incurred in bringing the claim.

#### **C. TERMINATION**

Paragraphs A. and B. are deleted and replaced by the following:

- A. Cancellation.

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

1. The named insured shown in the Declarations 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 to the named insured shown in the Declarations at the last address known by us:
  - a. At least 10 days' notice:
    - (1) If cancellation is for nonpayment of premium; or
    - (2) If this policy has been in effect less than 60 days at the time notice of cancellation is mailed and this is not a renewal or continuation policy; or
  - b. At least 30 days' notice in all other cases.

3. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium;
  - b. If you knowingly made a false statement on the application for this policy; 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) Since the last anniversary of the original effective date if the policy period is other than one year.

However, this paragraph (c.) shall not apply to a driver's license that has been:

  - (1) Revoked due to conviction for defacing property, or criminal mischief where the underlying basis was defacing property; or
  - (2) Suspended due to failure to comply with a child support order.

**B. Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the last address known by us. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than 1 year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

**D. TRANSFER OF YOUR INTEREST IN THIS POLICY**

Paragraph A. is deleted and replaced by the following:

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
  1. The surviving:
    - a. Spouse; or
    - b. Party who has entered into a civil union with the named insured recognized under Colorado law;

if a resident in the same household at the time of death. Coverage applies to the spouse or party who has entered into a civil union with the named insured as if a named insured shown in the Declarations; and
  2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

**E.** The **AMENDATORY ENDORSEMENTS** Provision is deleted.

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

**SERVICE OF PROCESS**

If the "insured's" whereabouts for service of process cannot be determined through reasonable effort, the "insured" agrees to designate and irrevocably appoint us as the agent of the "insured" for service of process, pleadings, or other filings in a civil action brought against the "insured" or to which the "insured" has been joined as a defendant or respondent in any Colorado court if the cause of action concerns an incident for which the "insured" can possibly claim coverage. Subsequent termination of this insurance policy does not affect the appointment for an incident that occurred when this policy was in effect. The "insured" agrees that any such civil action may be commenced against the "insured" by the service of process upon us as if personal service had been made directly on the "insured". We agree to forward all communications related to service of process to the last known e-mail and mailing address of the policyholder in order to coordinate any payment of claims or defense of claims that are required.

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