

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

STATE ENDORSEMENT – GEORGIA

The following amendments change the policy. Please read your entire policy for full details about your coverages.

Throughout the policy, minimum limits refers to the following limits of liability, as required by Georgia law, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
2. \$25,000 for each accident with respect to "property damage".

DEFINITIONS

The following definition is added:

"Temporary loaned vehicle" means a vehicle owned by a person, firm or corporation engaged in the "business" of selling motor vehicles, provided such vehicle is:

1. being operated by only you or a "family member"; and
2. you or a "family member" are neither the owner of the vehicle nor an employee of the owner.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

The following is added:

"Your covered auto" as used in this Part, also includes a "temporary loaned vehicle".

EXCLUSIONS

1., 5., 6., 7. and 10. are deleted and replaced with the following:

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

1. Who intentionally causes "bodily injury" or "property damage" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Georgia Motor Vehicle Safety Responsibility Act.
5. For that person's liability arising out of the ownership or operation of "your covered auto" while it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
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 does not apply to the ownership, maintenance or use of "your covered auto" by:

 - a. you;
 - b. any "family member"; or
 - c. any partner, agent or employee of you or any "family member."
7. Maintaining or using "your covered auto" while that person is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion 6. This exclusion does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup or van that you own; or
 - c. "trailer" used with a vehicle described in a. or b. above.

10. We do not provide Liability Coverage for the ownership, maintenance or use of:

- a. Any motorized vehicle having fewer than four wheels.
- b. Any vehicle, other than "your covered auto," which is:
 - 1) owned by you; or
 - 2) furnished or available for your regular use.
- c. Any vehicle, other than "your covered auto," which is:
 - 1) owned by any "family member;" or
 - 2) furnished or available for the regular use of any "family member."

However, this exclusion does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. owned by a "family member," or
- b. furnished or available for the regular use of a "family member."

The following exclusion is added:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Georgia Motor Vehicle Safety Responsibility Act.

OTHER INSURANCE

The following is added:

Any insurance we provide for a "temporary loaned vehicle" will be on a primary basis.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

Paragraph B. is deleted and replaced by the following:

- B. "Insured" as used in this Part means:
 1. You or any "family member":
 - a. while "occupying"; or
 - b. as a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
 2. Any other person while "occupying" "your covered auto."

EXCLUSIONS

1., 4., and 6. are deleted and replaced with the following:

1. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
4. Sustained while "occupying," or when struck by, any vehicle other than "your covered auto" which is:
 - a. owned by you; or
 - b. owned by any "family member;" or
 - c. furnished or available for your regular use.
 - d. furnished or available for the regular use of any "family member."

However, this exclusion does not apply to you.
6. Sustained while "occupying" "your covered auto" when it is being used in the "business" of an "insured." This exclusion does not apply to "bodily injury" sustained while "occupying" a:
 - a. private passenger auto;
 - b. pickup or van that you own; or
 - c. "trailer" used with a vehicle described in a. or b. above.

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PART E - DUTIES AFTER AN ACCIDENT OR LOSS

The following is added to Paragraph A.:

The requirement for giving notice of a claim, if not satisfied by the insured within 30 days of the date of the accident, may be satisfied by an injured third party who, as the result of such accident, has a claim against the insured. However, notice of a claim given by an injured third party to an insurer shall be accomplished by mail.

PART F - GENERAL PROVISIONS

The **Racing** provision is deleted and replaced by the following:

RACING

There is no coverage under this policy while "your covered auto" is being prepared for, or being used in a pre-arranged or organized race or speed contest.

The **Concealment or Fraud** Provision is deleted and replaced by the following:

CONCEALMENT OR FRAUD

We will not pay for any loss or damage if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

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 or "constructive total loss".

OUR RIGHT TO RECOVER PAYMENT

With respect to **PART B – MEDICAL PAYMENTS COVERAGE**:

Paragraph A. does not apply.

Paragraph B. is deleted and 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 pro rata share of attorney's fees and expenses of litigation incurred in bringing the claim.

With respect to **PART C - UNINSURED MOTORISTS COVERAGE**, the following provision is added:

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

TERMINATION

A. Cancellation is deleted and replaced by the following:

A. Cancellation. This policy may be canceled 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 or our authorized agent advance written notice of cancellation, stating a future date on which the policy is to be cancelled.

If only your interest is affected, the effective date of the cancellation shall be either the date we receive your notice or the date specified in the notice, whichever is later.

However, if the named insured gives us or our authorized agent advance written notice of cancellation, we may waive the requirement that the notice state the future date of cancellation by confirming the date and time of cancellation in writing to the named insured.

If by statute, regulation or contract the policy may not be cancelled unless notice is given to a government agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to you and any third party as soon as practicable after receiving your request for cancellation. Our notice will state the effective date of the cancellation which shall be the later of the following:

- a. Ten days from the date of mailing or delivery of our notice; or
 - b. The effective date of cancellation stated in your notice to us.
2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us:
 - a. At least 10 days' notice:
 - 1) If cancellation is for nonpayment of premium; or
 - 2) When this policy is in effect for less than 60 days and is not a renewal or continuation policy; or
 - b. At least 30 days' notice in all other cases.

Our right to cancel this policy is subject to the limitations contained in the applicable Georgia Statutes.

B. Nonrenewal is deleted and replaced by the following:

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 address last known by us. Notice will be mailed at least 30 days before the end of the policy period. 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.

Our right to nonrenew this policy is subject to the limitations contained in the applicable Georgia Statutes.

D. Other Termination Provisions is amended as follows:

1. is deleted and replaced by the following:

1. We may deliver any notice instead of mailing it. A receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.

The following provision is added:

If we decide to cancel or nonrenew this policy, we will give the same advance notice of cancellation or nonrenewal to the loss payee or other third party stated in the policy as we give to the named insured shown in the Declarations.

TRANSFER OF YOUR INTEREST IN THIS POLICY

The following is added:

If a named insured shown in the Declarations terminates their marital relationship, we will continue to provide coverage for the former spouse of the named insured. Coverage applies only:

1. If we are notified of the termination of the marital relationship;
2. If the former spouse was a resident of the same household immediately prior to the termination of the marital relationship; and
3. For the lesser of 90 days or until the end of the policy period.

TWO OR MORE AUTO POLICIES

The following is added:

1. This provision does not apply to Uninsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

The **Amendatory Endorsements** Provision is deleted.

The following provision is added:

OUR RIGHT TO RECOMPUTE PREMIUM

We established the premium for this policy based on the statements you made in the application for insurance. We have the right to re-compute the premium if we later obtain information which affects the premium we charged.

All other policy provisions apply.