

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – KANSAS

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

Throughout the policy and endorsements attached to it, reference to minimum limits means the following limits of liability, as required by Kansas 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 is added to the **Definitions**:

Throughout the policy wherever the phrase "total loss" appears it means when the total retail cost of repair meets or exceeds seventy-five (75%) percent of the agreed value of the motor vehicle. The foregoing excludes exterior cosmetic damage that results from windstorm or hail.

"Actual cash value" means the amount it would cost to repair or replace the covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence.

The definition of "family member" is replaced by the following:

"Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, whether or not temporarily living elsewhere, and who is listed as an authorized driver in the application. This includes a ward or foster child.

PART A – LIABILITY COVERAGE

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

We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident involving "your covered auto". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

Under the **Supplementary Payments** provision, the following changes are made:

The following is added:

We will pay on behalf of an "insured":

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.

Exclusion 2. is deleted.

Exclusion 3. is replaced by the following:

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

3. With respect to coverage up to the minimum limits of liability required by the Kansas Automobile Injury Reparations Act, for damage to property rented to or in charge of that "insured"; and, to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Kansas Automobile Injury Reparations Act, for damage to property:
 - a. Rented to;
 - b. Used by;

- c. In the care of; or
 - d. Owned by;
- that "insured".

This Exclusion (3.) does not apply to damage to a residence or private garage.

With respect to coverage up to the minimum limits of liability required by the Kansas Automobile Injury Reparations Act, Exclusions 4., 5., 6., and 9. are replaced by the following:

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

- 4. For "bodily injury" to an employee of that "insured" during the course of employment if benefits are required or available for that employee under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
- 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance or while rented to others. This Exclusion (5.) 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 designated for use mainly on public highways. This includes road testing and delivery.
- 9. For "bodily injury" or "property damage" for which that "insured" is an insured under a nuclear energy liability policy.

Exclusion 7. is replaced by the following:

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

- 7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.
 - a. This Exclusion (A.7.) does not apply to the maintenance or use of a:
 - 1. Private passenger auto;
 - 2. Pickup or van; or
 - 3. "Vehicle trailer" used with a vehicle described in 1. or 2. above.
 - b. However, under part a. above, no coverage is provided to the extent that the limits of liability exceed the minimum limits of liability required by the Kansas Automobile Injury Reparations Act.

Exclusion 8. adds the following:

This Exclusion (8.) does not apply to a "family member" using "your covered auto" which is owned by you.

Exclusion 10. is replaced by the following:

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

- 10. To the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Kansas Automobile Injury Reparations Act, for liability arising out of the ownership, maintenance, or use of any vehicle other than "your covered auto".

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The **Payment Of Loss** provision is replaced by the following:

PAYMENT OF LOSS

Unless a claim has been paid by others, we will pay any loss covered under this policy within 30 days after we reach agreement with you, entry of a final judgment, or the filing of an appraisal award with us.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "non-owned auto" and we elect either to pay for loss in money or to purchase a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations or Schedule, all:

1. Applicable taxes;
2. License fees; and
3. Other fees;

incident to transfer of evidence of ownership of a comparable replacement vehicle.

We may, at our expense, return any stolen property to you or to 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.

The right of salvage belongs to us. You may, at your option, purchase the salvage from us. You must advise us of your intent prior to our making payments under the terms of this policy.

The **Appraisal** provision is replaced by the following:

APPRAISAL

- A. After a claim has been made seeking coverage for a loss, if we and you do not agree on the amount of the loss, an appraisal of the loss may be made within 30 days.
- B. **Both parties must agree, voluntarily, to the appraisal and neither party shall be forced to participate.**

If both parties voluntarily agree, each party will select a competent and impartial 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.

- C. **A decision agreed to by any two will be binding.**
- D. Each party will:
 1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- E. We do not waive our rights under this policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The following duties are added:

A person seeking any coverage must cooperate with us by complying with the following additional duties as a condition of coverage:

1. Do not admit fault or assume any obligation to other persons.
2. Do nothing that would prejudice our rights or interests or our ability to provide a defense.
3. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
 - a. Examinations to be video and/or audio recorded.
 - b. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present.

- c. Your spouse, any “family member” and/or any person related to you who resides with you to submit to examination to help us to obtain relevant information, even if that person is not making a claim under this policy.

PART F – GENERAL PROVISIONS

The **Regular Use Vehicle Requirement** provision is replaced by the following:

REGULAR USE VEHICLE REQUIREMENT – PURCHASING & MAINTAINING OTHER INSURANCE COVERAGE FOR YOU AND YOUR REGULAR USE VEHICLE

- A. This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance and use of “your covered auto”. In no event will this policy:
 - 1. Provide coverage for any vehicles other than “your covered auto”; or
 - 2. Be your primary personal vehicle insurance; or
 - 3. Provide insurance for any auto or other motor vehicle, other than “your covered auto”, with respect to exposures or legal obligations arising out of the ownership, maintenance or use of that vehicle if it is owned by or regularly used by you, a “family member” or any other relative that resides with you.
- B. As a condition of the issuance of this policy, you have represented and agreed to the following:
 - 1. You must own a "regular use vehicle" listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:
 - a. Be in-force with at least the types and amounts of coverage elected by you for this policy.
 - b. Satisfy all minimum state insurance requirements, including but not limited to minimum requirements for liability coverage, uninsured motorist coverage and underinsured motorist coverage (as may be required by law), and personal injury protection (“PIP”) coverage (in states where PIP is required).
 - c. Remain in-force as described in 1.a. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability (except for reduction of the aggregate limits therein in connection with an accident or loss solely by amounts paid in settlement of claims or in satisfaction of awards or judgments), with respect to your "regular use vehicle" and any other vehicle not listed on this policy but that is owned by and/or furnished or available for the regular use of, you, a “family member” or a relative who resides with you.
 - d. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of "your covered auto" for which this policy applies.
 - 2. If you fail to maintain a "regular use vehicle" insured by a separate insurance policy that satisfies the minimum state insurance requirements, the insurance afforded by this policy shall apply in the same manner as if such policy had been maintained in force by you with underlying coverage on a primary basis. If we are required by law to provide any coverage with respect to the use of a "regular use vehicle" and/or any other vehicle, including any vehicle not listed on this policy but owned by and/or furnished or available for the regular use of, you, a “family member” or a relative who resides with you:
 - a. Coverage under this policy shall be excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery;
 - b. The amount we may be required to pay is limited to the minimum types and limits of such coverage required by law; and
 - c. You agree that if we are compelled by law to provide any coverage under this insurance policy with respect to the use of any vehicle other than “your covered auto”, all coverage and limits of liability other than the minimum types and limits required by law are rejected with respect to the use of that vehicle.
 - 3. To the extent allowed by law, we have the right to cancel and/or not renew this policy if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the

coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy.

The **Concealment or Fraud** provision is replaced by the following:

CONCEALMENT OR FRAUD

We do not provide coverage for any "insured" who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement relating to any accident or claim for which coverage is sought under this policy, which such person:

1. Knows to contain materially false information; or
2. Conceals, for the purposes of misleading, information; concerning any material fact.

Under the **Legal Action Against Us** provision, Item C. is replaced by the following:

- C. Under **PART D**, suit or action must start within five years of the date of loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

Under the **Payment of Loss** provision, the second paragraph is 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 or Schedule, then the following coverages provided in this policy, for such covered auto(s) only, will terminate simultaneously upon payment of the loss:

- A. **PART A – LIABILITY COVERAGE; PART B – MEDICAL PAYMENTS COVERAGE; and PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE - KANSAS**; but only when we retain salvage;
- B. **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO;**

The amount we will pay for a total loss or a "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".

Under the **Our Right To Recover Payment** provision, the following is added:

1. This provision does not apply to **PART B – MEDICAL PAYMENTS COVERAGE**.
2. The following is added to Paragraph A. of this provision:

Our rights in this Paragraph A. do not apply with respect to damages caused by an accident with an:

 - a. "Underinsured motor vehicle" if we:
 - (1) Have been given written notice by certified mail of a tentative agreement between an "insured" and the insuring company of the owner or operator of the "underinsured motor vehicle"; and
 - (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of the notice.
 - b. "Uninsured motor vehicle" to which a liability bond or policy applies at the time of the accident but the bonding or insuring company is or becomes insolvent.

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 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 certified or registered mail, United States post office certificate of mailing or any other mail tracking method currently used, approved or accepted by the United States Postal Service to the named insured shown in the Declarations at the latest address filed with us by or on behalf of the named insured:
 - a. At least 10 days' notice if cancellation is for nonpayment of premium;
 - b. At least 30 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, this policy cannot be cancelled solely because of age, but only:
 - a. For nonpayment of premium; or
 - b. If the insurance was obtained through fraudulent misrepresentation; or
 - c. If you violate any of the terms and conditions of this policy; or
 - d. If you or any other driver who lives with you or customarily uses "your covered auto":
 - (1) Has had his or her driver's license suspended or revoked during the policy period; or
 - (2) Is or becomes subject to epilepsy or heart attacks, and such individual cannot produce a certificate from a physician testifying to his or her ability to operate a motor vehicle; or
 - (3) Is or has been convicted, during the 36 months immediately preceding the effective date of the policy or during the policy period, for:
 - (a) Any felony; or
 - (b) Criminal negligence resulting in death, homicide or assault, arising out of the operation of a motor vehicle; or
 - (c) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs; or
 - (d) Leaving the scene of an accident without stopping to report; or
 - (e) Theft of a motor vehicle; or
 - (f) Making false statements in an application for a driver's license; or
 - (g) A third moving violation, committed within a period of 18 months, of
 - (i) Any regulation limiting the speed of motor vehicles,
 - (ii) Any of the provisions in the motor vehicle laws of any state, the violation of which constitutes a misdemeanor or traffic infraction, or
 - (iii) Any ordinance traffic infraction, or ordinance which prohibits the same acts as a misdemeanor statute of the uniform act regulating traffic on highways, whether or not the violations were repetitious of the same offense or were different offenses.

Nonrenewal

If we decide not to renew or continue this policy, we will mail notice by registered or certified mail, United States post office certificate of mailing or any other mail tracking method currently used, approved or accepted by the United States Postal Service to the named insured at the latest address filed with us by or on behalf of the named insured. Notice will be mailed at least 30 days before the end of the policy period. We will only nonrenew or refuse to continue the liability and personal injury protection coverages of this policy if:

1. One of the reasons as listed in Paragraph 3. of Cancellation exists; or
2. We are otherwise permitted by the laws of the State of Kansas.

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.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

1. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will refund you the return premium. If we cancel this policy, we will refund you the return premium with the notice of cancellation or within 10 days from the date of such notice. The premium refund, if any, will be computed pro rata in all cases. 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.

The **Other Insurance Policies** provision is deleted.

The **State Law** provision is replaced by the following:

If any policy exclusion, limitation, term, condition or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition or other policy provision will:

1. Be changed to the extent necessary to conform to the law;
2. Not apply to the amount of the covered damages or loss that is less than or equal to the minimum amounts of coverage required by law; and
3. Be construed, to the extent permitted by law, to exclude any coverage that is not required by law to be provided, and exclude all amounts greater than the minimum amounts of coverage required by law.

The **Amendatory Endorsements** provision is deleted.

The following is added:

EXCESS COVERAGE

Coverage under this policy applies on a primary basis only with respect to "your covered auto", and shall be co-primary on a pro rata basis with any other insurance, self-insurance, bonds or certificate that applies on a primary basis.

If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy that would not otherwise be covered by the terms of this policy, the coverage provided under this policy shall be:

1. Excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery; and
2. Limited to the minimum types of coverage and the minimum limits required by that law.

The following total policy exclusion is added:

EXCLUSION OF TRANSPORTATION NETWORK COMPANY & PERSONAL VEHICLE SHARING PROGRAM USE

A. There is no coverage of any kind under this policy for any accident, loss, "bodily injury", "property damage" or any other damage, expense or loss for any person or any party that results from, arises out of, or is related to any person operating or using "your covered auto" or any other vehicle in any type of activity associated or connected with any:

1. Transportation network company (TNC). This includes the ownership, maintenance, use, occupancy or possession of any vehicle during the period of time from the moment a participating driver in a TNC logs on to the TNC's online-enabled application or platform until that driver logs off of the online-enabled application or platform, or the passenger exits the vehicle, whichever is later; or
2. Personal vehicle sharing program, use or activity.

B. For purposes of this exclusion:

1. Transportation network company (TNC) means any type of organization or entity that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.
2. Personal vehicle sharing program means a group or legal entity engaged in the business or activity of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals other than the vehicle's owner.

All other policy provisions apply.