

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – MONTANA

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

The following Notice Section is added:

NOTICE SECTION OF IMPORTANT PROVISIONS

PLEASE READ YOUR POLICY AND ALL ENDORSEMENTS. Your policy forms, all endorsements, and your Declarations form the contract for this insurance. The policy and endorsement forms include important terms for you to read including, but not limited to, definitions, policy requirements, conditions, exclusions, limitations, and duties for coverage to apply. You agree that when you purchase(d) this policy, you will be bound by all of the policy terms, including the policy requirements, conditions, definitions, exclusions, and limitations set forth under each coverage and throughout the policy that may prevent coverage or limit for accidents and losses when those policy terms apply.

If the Declarations shows that this policy provides **PART B** coverage, the following statement applies:

THIS POLICY PROVIDES MEDICAL PAYMENTS COVERAGE ONLY FOR CERTAIN MEDICAL EXPENSES.

SOME MEDICAL EXPENSES MAY EXCEED THE COVERAGE LIMITATIONS DESCRIBED IN THIS POLICY. IF SO, THEY MAY NOT BE COVERED BY THIS POLICY.

Throughout the policy and endorsements attached to it, minimum limits means the following limits of liability as required by Montana 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. \$20,000 for each accident with respect to “property damage”.

PART B – MEDICAL PAYMENTS COVERAGE

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

- A. We will pay reasonable expenses incurred for medical and funeral services because of “bodily injury”:
 1. Caused by an accident; and
 2. Sustained by an “insured”.

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

“Reasonable”, as used in this paragraph, means those expenses which are consistent with the treatment and expense standards for “bodily injury” in the insured’s geographic location.

Under the **Limit of Liability** provision, paragraph A. is replaced by the following:

- A. The limit of liability shown in the Declarations or Schedule for **Medical Payments Coverage** is our maximum limit of liability for each person injured in any one accident to which this policy applies. This is the most we will pay regardless of the number of:
 1. “Insureds”;
 2. Claims made;
 3. Vehicles shown in the Declarations or Schedule; or
 4. Vehicles involved in the accident.

PART F – GENERAL PROVISIONS

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

FRAUD

We do not provide coverage for any “insured” who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

The following is added to the **Payment of Loss** provision:

If we make a reasonable request for additional information or documents, we shall pay or deny payment for the claim within 60 days of receiving the proof of loss unless we have notified you, your assignee, or the claimant of the reasons for failure to pay for the loss in full or unless we have a reasonable belief that insurance fraud has been committed and we have reported the possible insurance fraud to the commissioner.

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

CONFORMITY WITH MONTANA STATUTES

The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which an "insured" resides on or after the effective date of this policy. If this policy applies to an auto accident which occurs in any state or province other than the one in which "your covered auto" is principally garaged, the provisions of this policy conform to the minimum requirements of such state or province.

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

- A. Be changed to the extent necessary to conform to the law;
- B. 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
- C. 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.

Under the **Termination** provision, the following changes are made:

Paragraph A. 2. is replaced by the following:

2. We may cancel by mailing to the Named Insured shown in the Declarations at the address shown in this policy or otherwise last known to us:
 - a. At least 10 days' notice if cancellation is for nonpayment of premium; or
 - b. At least 45 days' notice in all other cases.

Paragraph 3.c. is deleted in its entirety and does not apply.

Paragraph B. is replaced by the following:

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 shown in the policy and to such Named Insured's authorized agent. Notice will be mailed at least 45 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.

The following is added:

Renewal With Altered Terms. If we offer or purport to renew a policy on less favorable terms, at a higher rate, or at a higher rating plan, the new terms, rate, or rating plan will take effect on the policy renewal date only if we have mailed or delivered notice of the new terms, rate, or rating plan to you at least 45 days before the expiration date.

The above 45 days' notice does not apply if the increase in the rate or rating plan, or both, results from a classification change based on the altered nature or extent of the risk insured.

Under the **Two or More Auto Policies** provision, the following is added:

- A. This provision does not apply to **Uninsured Motorists Coverage** or **Underinsured Motorists Coverage**.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under **Uninsured Motorists Coverage** or **Underinsured Motorists Coverage**.

All other policy provisions apply.