

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## STATE ENDORSEMENT – NEBRASKA

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, minimum limits means the following limits of liability as required by Nebraska 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. \$25,000 for each accident with respect to “property damage”.

### PART A – LIABILITY COVERAGE

Under the **Exclusions** provision, Exclusion B. is deleted.

### PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

Under the **Exclusions** provision, Exclusion G. is replaced by the following:

We will not pay for:

- G. Loss or damage intentionally caused or directed by you or any “family member”. Intentional loss means any loss arising out of any act an “insured” commits or conspires to commit with the intent to cause a loss.

In the event of a loss, no “insured” is entitled to coverage, even “insureds” who did not commit or conspire to commit the act causing the loss.

However, this exclusion shall not apply to an innocent “insured” to the extent of that “insured’s” legal interest in the covered property that has sustained loss if the loss:

1. Arises from the peril of fire and such innocent “insured” did not cooperate in or contribute to the creation of the loss; or
2. Arises out of abuse of the innocent “insured” by an “insured” who is a current or former family member or household member and is otherwise covered under **PART D** of the policy. We may apply reasonable standards of proof to claims for such damage.

As used in this exclusion, abuse means attempting to cause or intentionally, knowingly, or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another person, including a minor child. In no event will we pay more than the applicable limit of liability.

Under the **Limit of Liability** provision, the following paragraph is added:

If a loss to “your covered auto” is also payable as damages under the liability coverage of another policy issued by us, we will pay for such damage or loss only once, either under this policy or the liability coverage of the other policy.

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

- A. If we and you do not agree on the amount of loss, then an appraisal of loss may be made. However, both parties must agree to appraisal and to be bound by the results of that appraisal. In this event, 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. A decision agreed to by any two will be binding.

### PART F – GENERAL PROVISIONS

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

#### CONCEALMENT OR MISREPRESENTATION

- A. No misrepresentation or warranty made by the insured or on his behalf in the negotiation or application of this policy or contract of insurance shall defeat or void the policy or contract or affect the company’s obligation under the policy or contract unless such misrepresentation or warranty:
  1. Was material; and
  2. Deceived the company to its injury.

- B. The breach of warranty or condition in any contract or policy of insurance shall not void the policy or allow the company to avoid liability unless such breach exists at the time of the loss and contributes to the loss.

The **Termination** provision is amended as follows:

Under A. Cancellation, 2. and 3. are replaced by the following:

2. We may cancel by mailing by registered mail, certified mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service 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' written notice:
    - 1) If cancellation is for nonpayment of premium; or
    - 2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - b. At least 30 days' written notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium;
  - b. If you, any other driver who lives with you, or any other driver who customarily operates a "your covered auto":
    - 1) Has had his or her driver's license suspended or revoked; or
    - 2) Has been convicted of larceny of an automobile, or theft of an automobile in violation of NEB. REV. STAT. § 28-516; or
    - 3) Has been convicted of an offense for which such suspension or revocation is mandatory; or
    - 4) Whose driver's license is subject to revocation or suspension pursuant to the provisions of NEB. REV. STAT. §§ 60-4, 182 through 60-4, 186, by reason of his or her driving record as disclosed by the files of the Director of Motor Vehicles.

This must have occurred:

- 1) During the policy period; or
- 2) If this is a renewal or continuation policy, during the policy period or the 180 days immediately preceding this policy's effective date;
- c. For fraud or material misrepresentation affecting this policy or in the presentation of a claim or violation of any terms or conditions of the policy; or
- d. For any other reason permitted by state law.

Under D. Other Termination Provisions, 1. is replaced by the following:

1. We may deliver any notice of nonrenewal instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

All other policy provisions apply.