

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – SOUTH DAKOTA

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 South Dakota 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, the following exclusion is added:

We do not provide Liability Coverage for any “insured”:

For “bodily injury” to you or a “family member”. However, this exclusion does not apply for “bodily injury” to you to the extent that this coverage provides the minimum limits of liability required by the Financial Responsibility Law of the State of South Dakota.

PART B – MEDICAL PAYMENTS COVERAGE

The **Insuring Agreement** is replaced by the following:

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of “bodily injury”:
 - 1. Caused by an accident; and
 - 2. Sustained by an “insured”.
- B. “Insured” as used in this **PART B**, means:
 - 1. You, a “family member”, or any other resident of your household:
 - a. While “occupying” “your covered auto”; or
 - b. As a pedestrian when colliding with or when struck by a motor vehicle or a trailer of any type.
 - 2. Any other person while “occupying” “your covered auto”.

Motor vehicle, as used in this definition, means:

- 1. Automobiles, motor trucks, motorcycles, and all vehicles propelled by power other than muscular power and designed primarily for travel on the public highway; or
- 2. Vehicles not designed for travel on the public highway, but are licensed.

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

Exclusion B. is replaced by the following:

- B. Sustained while “occupying” “your covered auto” located for use as a residence or premises and not being operated as a vehicle.

Exclusion D. is replaced by the following:

- D. Sustained while “occupying” any vehicle other than “your covered auto”.

Exclusion E. is replaced by the following:

- E. Sustained while “occupying” “your covered auto” without a reasonable belief that that “insured” is entitled to do so. This exclusion does not apply to a “family member” using “your covered auto” which is owned by you.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

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

APPRAISAL

- A. If we and you do not agree on the amount of loss, then an appraisal of the loss may be made. However, both parties must agree to the appraisal. If so agreed, 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 not be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART F – GENERAL PROVISIONS

The **Legal Action Against Us** provision is amended as follows:

Paragraph A. is deleted.

Paragraph C. is replaced by the following:

Under **PART D**, suit or action must start within 72 months of the date of the 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 **Termination** provision, the following changes are made:

- A. Cancellation is amended as follows:

Paragraph 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 at least 20 days' notice in all cases.

Paragraph 3.c. is deleted.

- B. Nonrenewal 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 this policy. Notice will be mailed at least 60 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 this policy at each anniversary of its original effective date.

All other policy provisions apply.