

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – ALASKA

If the Declarations or Schedule indicates that this policy provides only **Collision Coverage** and/or **Other Than Collision Coverage** under **PART D**, the following statement applies:

THIS POLICY PROVIDES INSURANCE ONLY AGAINST DAMAGE TO THE MOTOR VEHICLE. THIS POLICY DOES NOT INSURE AGAINST BODILY INJURY, DEATH, OR PROPERTY DAMAGE LIABILITY AND DOES NOT SATISFY THE MANDATORY MOTOR VEHICLE LIABILITY INSURANCE REQUIREMENTS OF A.S. 28.22.011.

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 Alaska law, to be provided under a policy of automobile liability insurance:

- A. \$50,000 for each person, subject to \$100,000 for each accident, with respect to “bodily injury”; and
- B. \$25,000 for each accident with respect to “property damage”.

DEFINITIONS

Under **Definitions**, the following definition is added:

“Rental vehicle” means a:

1. Private passenger auto;
2. Pickup or van; or
3. Trailer;

rented to you or any “family member” from any person or organization licensed under applicable state laws to engage in the “business” of renting vehicles to the public while in the custody of or being operated by you or any “family member”. These vehicles could include those rented through a personal vehicle sharing program.

However, a “rental vehicle” does not include any vehicle rented for the regular use of you or any “family member”.

PART A – LIABILITY COVERAGE

Under the **Insuring Agreement**, the following is added:

“Your covered auto”, as used in this **PART A**, also includes a “rental vehicle”.

The following is added to the **Supplementary Payments** provision:

Prejudgment interest awarded against the “insured” in addition to our limit of liability when payment of prejudgment interest reduces the amount available for damages below the minimum limits of liability required by the financial responsibility law of Alaska.

Limited attorney fees determined by Rule 82 of the Alaska Rules of Civil Procedure. The insured will be responsible for any attorney fees in excess of this amount.

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

Exclusion A. is replaced by the following:

- A. Who intentionally causes “bodily injury” or “property damage”. An intentional act includes any voluntary act that a reasonable person could foresee may cause injury or damage.

However, this exclusion does not apply if the loss is caused by an act of domestic violence by another insured and not the insured who is claiming loss. The insured who claims loss must cooperate in any investigation and must not have contributed to the loss.

Exclusion B. is removed.

Under the **Out of State Coverage** provision, paragraph A.2. is replaced by the following:

2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide the required minimum amounts and types of coverage if such coverage is not available or has not been purchased under this policy.

PART B – MEDICAL PAYMENTS COVERAGE

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

- B. “Insured”, as used in this **PART B**, means any person while “occupying” “your covered auto” or any pedestrian when struck by “your covered auto”.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

Under the **Insuring Agreement**, the following is added:

“Your covered auto”, as used in **PART D**, also includes a “rental vehicle”, but only with respect to “other than collision” and “collision”. If “your covered auto” listed in the Declarations or Schedule does not include “other than collision” or “collision”, we will provide coverage to a “rental vehicle” as required by A.S. 21.96.020. Any coverage we provide with respect to a “rental vehicle” shall be excess to any other insurance available to a “rental vehicle”.

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

Exclusion A. is replaced by the following:

- A. Loss or damage when the dominant cause is hidden or inherent defect; dampness, mildew, mold, rot, or rust; temperature extremes; mechanical or electrical breakdown or failure; wear and tear; gradual deterioration; or loss of use. However, this exclusion does not apply to mold damage that results from a covered loss.

Exclusion G. is replaced by the following:

- G. Loss or damage intentionally caused or directed by you or any “family member”. An intentional act includes any voluntary act that a reasonable person could foresee may cause injury or damage.

However, this exclusion does not apply if the loss is caused by an act of domestic violence by another insured and not the Named Insured who is claiming loss. The insured who claims loss must cooperate in any investigation and must not have contributed to the loss.

The following exclusion is added:

Loss to, or loss of use of, a “rental vehicle” rented by:

- a. You; or
- b. A “family member”;

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or a “family member”, pursuant to the provisions of any applicable rental agreement or state law.

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

APPRAISAL

- A. If you and we fail to agree on the amount of loss, either may make written demand upon the other for an appraisal of the loss. In this event, within 10 days of the demand, each party will choose a competent appraiser and will notify the other of the appraiser selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless this time period is extended by the umpire, each appraiser will separately state, in writing, the actual cash value and the amount of loss. If the appraisers submit a written report of an agreement on the actual cash value and the amount of loss to us, that agreement will be binding on you and us. If the appraisers fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding on you and us.
- B. Each party will:
1. Pay its own counsel or adjuster fees; and
 2. Bear those other expenses and fees which are incurred as a result of the appraisal as determined by the umpire.
- C. Neither party waives any rights under this policy by agreeing to an appraisal.

PART F – GENERAL PROVISIONS

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

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CONCEALMENT OR MISREPRESENTATION

We do not provide coverage for any “insured” who has:

- A. Made fraudulent statements;
- B. Engaged in fraudulent conduct; or
- C. Omitted or concealed facts or made incorrect statements;

in connection with the application for insurance or any accident or loss for which coverage is sought under this policy, provided such statements or conduct were material to the acceptance of the risk or the hazard assumed, or we in good faith would not have issued the policy or would have issued it differently, if the true facts had been known.

Under the **Excess Coverage** provision, the following is added to paragraph A.:

However, the coverage under this policy, if applicable to any “rental vehicle”, shall be paid in the following order of priority and subject to the limit of liability of each applicable policy or coverage, as directed in A.S. § 21.96.020(f)(4):

- 1. From a policy or coverage purchased by the operator from the person who has the vehicle available for rent;
- 2. From a policy or coverage covering the operator of a rented vehicle but not purchased from the person who has the vehicle available for rent; and
- 3. From a policy or coverage of the person who has the vehicle available for rent.

The **Exclusion of Transportation Network Company & Personal Vehicle Sharing Program Use** provision is replaced by the following:

EXCLUSION OF TRANSPORTATION NETWORK COMPANY

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, or arises out of, using “your covered auto” in any type of activity associated or connected with any 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.

For purposes of this exclusion, 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.

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

- C. Under **PART D**, suit or action must start within 3 years of the date we deny all or part of your claim.

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

Under A. Cancellation, paragraph 2. is replaced by the following:

- 2. We may cancel by mailing notice by first class mail and obtaining a certificate of mailing from the United States Postal Service to the Named Insured shown in the Declarations at the address last known by us. We may also transmit the notice by electronic means to the last known electronic address of the agent, if applicable, and the Named Insured, if an electronic confirmation of receipt by the intended parties is obtained:
 - a. At least 20 days’ notice:
 - 1) If cancellation is for nonpayment of premium; or
 - 2) If cancellation is for the reasons as listed in Paragraph 3.b.
 - b. At least 30 days’ notice in all other cases.

If you are 70 years of age or older and have made a written request to us, we will also mail notice to your designee.

B. Nonrenewal is replaced by the following:

Nonrenewal. If we decide not to renew or continue this policy, we will mail written notice by first class mail and obtaining a certificate of mailing from the United State Postal Service to the Named Insured shown in the Declarations at the address last known by us. We may also transmit the notice by electronic means to the last known electronic address of the agent, if applicable, and the Named Insured, if an electronic confirmation of receipt by the intended parties is obtained. Written notice will be mailed at least 45 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.

Under D. Other Termination Provisions, paragraph 2. is replaced by the following:

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If you or we cancel, we will refund you the pro rata unearned premium.

All other policy provisions apply.