

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

## STATE ENDORSEMENT – WYOMING

The following amendment changes 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 Wyoming 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. \$20,000 for each accident with respect to "property damage".

### PART A – LIABILITY COVERAGE

Paragraph A. of the **Insuring Agreement** Provision is deleted and replaced by the following:

- A. 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". Damages include prejudgment interest awarded against the "insured". 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.

### EXCLUSIONS

7. is deleted and 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 6.

This Exclusion (7.) does not apply to:

- a. The maintenance or use of a private passenger auto;
- b. The maintenance or use of a pickup or van;
- c. The maintenance or use of a "trailer" used with a vehicle described in a. or b. above; or
- d. "Bodily injury" to a fellow employee injured during employment if:
  - (1) The injury arises out of your use of a pickup or van you do not own; and
  - (2) Workers' compensation benefits are not required to be provided.

The following exclusion is added:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Wyoming Financial Responsibility Law.

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

The **Payment of Loss** Provision is deleted and replaced by the following:

#### PAYMENT OF LOSS

Unless a claim has been paid by others, claims made under this policy shall be rejected or accepted and paid within forty-five (45) days after receipt of the claim and supporting bills.

We may pay for loss in money or repair or replace the damaged or stolen property. 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.

## **PART F – GENERAL PROVISIONS**

Paragraph C. of the **Legal Action Against Us** Provision is deleted and replaced by the following:

- C. Under Part D, any action or legal proceeding against the company may be commenced within four (4) years from the date of discovery 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.

The **Payment of Loss** Provision is deleted and replaced by the following:

### **PAYMENT OF LOSS**

Payment of loss, with all your indebtedness to us being first deducted shall be rejected or accepted and paid within forty-five (45) days after receipt of the claim and supporting bills.

If we pay a total loss or a "constructive total loss" for any of "your covered auto(s)" shown in the Declarations, all coverage under this policy for such covered auto(s) will terminate simultaneously upon payment of the loss. The amount we will pay for a total loss or "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".

"Constructive total loss" means a loss where the cost to repair damage to "your covered auto" will exceed the agreed value of the vehicle when fully repaired.

### **TERMINATION**

A. Cancellation, 3.b. adds the following provision:

However, before cancelling this policy, we will offer to continue the policy with a provision excluding coverage when the person who has had his or her driver's license suspended or revoked is operating "your covered auto". If such offer is accepted, we will issue an endorsement to that effect; or

A. Cancellation, 3.c. is deleted and replaced by the following:

- c. For fraud on the part of the applicant in filling out the application.

A. Cancellation, 3.d. adds the following provision:

For any other reason permitted by state law.

B. Nonrenewal is deleted and replaced by the following:

- B. 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 last known address. Notice will be mailed at least 30 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.

### **TWO OR MORE AUTO POLICIES**

The following is added:

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

The following provision is added:

### **UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT**

If the Underinsured Motorists Coverage Endorsement is attached to this policy, the **Other Insurance** Provision is replaced by the following:

Includes copyrighted material of Insurance Services Offices, Inc.,  
with its permission.

## **OTHER INSURANCE**

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

- A. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
- B. If the coverage under this policy is provided:
  - 1. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - 2. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

The **Amendatory Endorsements** Provision is deleted.

All other policy provisions apply.