

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – KENTUCKY

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, reference to minimum limits means the following limits of liability, as required by Kentucky law, to be provided under a policy of automobile liability insurance:

1. For liability coverage provided on a single limit basis, \$75,000 for each accident, or
2. For liability coverage provided on a split limit basis:
 - 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”.

DEFINITIONS

The definition of “family member” is replaced by the following:

“Family member” means a person related to you by blood, marriage or adoption who is a resident of your household.

The following definition is added:

“Safety equipment” means:

1. Glass used in windshields, windows and doors; and
2. Glass, plastic or other material used in lights.

PART A – LIABILITY COVERAGE

Under the **Exclusions** provision, exclusions 1. and 9. are replaced by the following:

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

1. Who intentionally causes “bodily injury” or “property damage”. However, this exclusion does not apply to an innocent co-insured if the loss occurred because of domestic violence or abuse and the perpetrator of the loss is criminally prosecuted for the act causing the loss.
9. For “bodily injury” or “property damage” for which that “insured”:
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

However, this exclusion only applies to the extent that the limits of liability for this coverage exceed the limits of liability required by the Kentucky Motor Vehicle Reparations Act.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The following is added to the **Insuring Agreement** provision:

We will pay for the cost of repairing or replacing damaged "safety equipment" on "your covered auto" without application of a deductible if the damage is caused by "other than collision" and only if the Declarations or Schedule indicates that Other Than Collision Coverage is provided for that auto.

Under the **Exclusions** provision, 10. is replaced by the following:

10. Loss or damage intentionally caused or directed by your or any "family member". However, this exclusion does not apply to an innocent co-insured if the loss occurred because of domestic violence or abuse and the perpetrator of the loss is criminally prosecuted for the act causing the loss.

PART F – GENERAL PROVISIONS

The **Private Pleasure Use** provision is replaced by the following:

PRIVATE PLEASURE USE

Coverage will be suspended above minimum limits required by law if "your covered auto" is:

- A. Rented or leased to any person for a fee;
- B. Used to carry persons or property for a fee, or for any commercial use unless prior written consent has been obtained from us; or
- C. Used for any illegal act by any person.

Under the **Payment of Loss** provision, the first two paragraphs are replaced by the following:

Payment of loss will be made within 30 days after we either reach agreement with you, a final judgment is entered in the court, or an arbitration award is filed with us.

If we pay a total loss or a "constructive total loss" for any of "your covered auto(s)" shown in the Declarations or Schedule, 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".

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

Cancellation, 2. and 3. are 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:
 - a. At least 14 days 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 20 days 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; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:

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- (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
- c. If the policy was obtained through material misrepresentation.

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 75 days before the end of the policy period. Subject to this notice requirement, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

The **Amendatory Endorsements** provision is deleted.

All other policy provisions apply.