

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## STATE ENDORSEMENT – OREGON

The following amendment changes the policy. Please read your entire policy for full details about your coverages.

### DEFINITIONS

The following definitions are replaced:

1. Throughout this policy, "you" and "your" refer to the named insured shown in the Declarations; and:
  - a. The spouse; or
  - b. A party who has entered into a domestic partnership with the named insured legally recognized under Oregon law;
 

if a resident of the same household.

If the spouse or party who has entered into a domestic partnership with the named insured ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse or such party will be considered "you" and "your" under this policy but only until the earlier of:

    - a. The end of 90 days following the spouse's or such party's change of residency;
    - b. The effective date of another policy listing the spouse or such party as a named insured; or
    - c. The end of the policy period.
2. "Family member" means a person related to you by blood, marriage, domestic partnership under Oregon law or adoption who is a resident of your household. This includes a ward or foster child.

The following is added to the **Definitions** section:

"Minimum limits" refers to the following limits of liability as required by Oregon law, to be provided under a policy of automobile liability insurance:

1. If this policy has been certified as proof of financial responsibility because the "insured" has been convicted of driving under the influence of intoxicants:
  - a. \$50,000 for each person, subject to \$100,000 for each accident, with respect to "bodily injury"; and
  - b. \$20,000 for each accident with respect to "property damage"; or
2. In all other cases:
  - a. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
  - b. \$20,000 for each accident with respect to "property damage".

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

Under the **Exclusions** provision, the following is added:

We will not pay for loss to "your covered auto" from activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of drugs or substances classified as Schedule 1 under the Controlled Substances Act, such as marijuana.

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 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. Each party will:
- a. Pay its chosen appraiser; and
  - b. Bear the expenses of the appraisal and umpire equally.
- However, we will reimburse you for reasonable appraisal costs if the final appraisal decision is greater than the amount of our last offer prior to incurring appraisal costs.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

**PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

The following duties are added:

A person seeking any coverage must cooperate with us by complying with the following additional duties as a condition of coverage:

1. Do not admit fault or assume any obligation to other persons.
2. Do nothing that would prejudice our rights or interests or our ability to provide a defense.
3. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
  - a. Examinations to be video and/or audio recorded.
  - b. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present.
  - c. Your spouse, any “family member” and/or any person related to you who resides with you to submit to examination to help us to obtain relevant information, even if that person is not making a claim under this policy.

**PART F – GENERAL PROVISIONS**

The **Regular Use Vehicle Requirement** provision is replaced by the following:

**REGULAR USE VEHICLE REQUIREMENT – PURCHASING & MAINTAINING OTHER INSURANCE COVERAGE FOR YOU AND YOUR REGULAR USE VEHICLE**

- A. This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance and use of “your covered auto”. In no event will this policy:
1. Provide coverage for any vehicles other than “your covered auto”; or
  2. Be your primary personal vehicle insurance; or
  3. Provide insurance for any auto or other motor vehicle, other than “your covered auto”, with respect to exposures or legal obligations arising out of the ownership, maintenance or use of that vehicle if it is owned by or regularly used by you, a “family member” or any other relative that resides with you.
- B. As a condition of the issuance of this policy, you have represented and agreed to the following:
1. You must own a “regular use vehicle” listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:
    - a. Be in-force with at least the types and amounts of coverage elected by you for this policy.
    - b. Satisfy all minimum state insurance requirements, including but not limited to minimum requirements for liability coverage, uninsured motorist coverage and underinsured motorist coverage (as may be required by law), and personal injury protection (“PIP”) coverage (in states where PIP is required).

- c. Remain in-force as described in 1.a. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability (except for reduction of the aggregate limits therein in connection with an accident or loss solely by amounts paid in settlement of claims or in satisfaction of awards or judgments), with respect to your "regular use vehicle" and any other vehicle not listed on this policy but that is owned by and/or furnished or available for the regular use of, you, a "family member" or a relative who resides with you.
  - d. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of "your covered auto" for which this policy applies.
2. If you fail to maintain a "regular use vehicle" insured by a separate insurance policy that satisfies the minimum state insurance requirements, the insurance afforded by this policy shall apply in the same manner as if such policy had been maintained in force by you with underlying coverage on a primary basis. If we are required by law to provide any coverage with respect to the use of a "regular use vehicle" and/or any other vehicle, including any vehicle not listed on this policy but owned by and/or furnished or available for the regular use of, you, a "family member" or a relative who resides with you:
    - a. Coverage under this policy shall be excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery;
    - b. The amount we may be required to pay is limited to the minimum types and limits of such coverage required by law; and
    - c. You agree that if we are compelled by law to provide any coverage under this insurance policy with respect to the use of any vehicle other than "your covered auto", all coverage and limits of liability other than the minimum types and limits required by law are rejected with respect to the use of that vehicle.
  3. To the extent allowed by law, we have the right to cancel and/or not renew this policy if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy.

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

#### **CONCEALMENT OR FRAUD**

This entire policy shall be cancelled if, whether before or after a loss, the "insured", or anyone on the insured's behalf, has knowingly presented misstatements, misrepresentations, omissions or concealments ("misinformation") in an application for insurance and that "misinformation" is either material to the interests of the insurer or fraudulent.

In order to use any "misinformation" made by or on behalf of the "insured" in defense of a claim under this policy, the insurer must show that the "misinformation" is material to the content of the contract, that the insurer relied on the "misinformation", and that the "misinformation" was either material to the risk assumed or that the "misinformation" was provided fraudulently.

Statements are not fraudulent unless they are made with intent to knowingly defraud

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

- C. Under **Part D**, suit or action must start within 24 months of the date of 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 **Payment of Loss** provision, the second paragraph is deleted and replaced by the following:

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.

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

## **TERMINATION**

### **Cancellation**

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 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 30 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:
    - (1) During the policy period if this is not a renewal or continuation policy; 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.
 However, we will not cancel this policy 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, pursuant to ORS 809.280 (7) or (9), based on a non-driving offense; or
  - c. For fraud or material misrepresentation affecting this policy or in the presentation of a claim; or
  - d. If any person seeking recovery violates any of the terms or conditions of this policy; or
  - e. For any other reason permitted by state law.

### **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 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than six months, we will have the right not to renew or continue this policy every six months, beginning six months after its original effective date.
2. Six months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.

3. One year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

#### **Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

#### **Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will refund you the pro rata unearned premium. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

The **Other Insurance Policies** provision is deleted.

The **Transfer Of Your Interest In This Policy** provision is replaced by the following:

#### **TRANSFER OF YOUR INTEREST IN THIS POLICY**

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
  1. The surviving:
    - a. Spouse; or
    - b. Party who has entered into a domestic partnership with the named insured legally recognized under Oregon law;
 

if resident in the same household at the time of death. Coverage applies to the spouse or party who has entered into a domestic partnership with the named insured as if a named insured shown in the Declarations; and
  2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the end of the policy period.

The **State Law** provision is replaced by the following:

#### **STATE LAW**

If any policy exclusion, limitation, term, condition or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition or other policy provision will:

1. Be changed to the extent necessary to conform to the law;
2. Not apply to the amount of the covered damages or loss that is less than or equal to the minimum amounts of coverage required by law; and
3. Be construed, to the extent permitted by law, to exclude any coverage that is not required by law to be provided, and exclude all amounts greater than the minimum amounts of coverage required by law.

The **Amendatory Endorsements** provision is deleted.

The following is added:

#### **EXCESS COVERAGE**

Coverage under this policy applies on a primary basis only with respect to “your covered auto”, and shall be co-primary on a pro rata basis with any other insurance, self-insurance, bonds or certificate that applies on a primary basis.

If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy that would not otherwise be covered by the terms of this policy, the coverage provided under this policy shall be:

1. Excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery; and
2. Limited to the minimum types of coverage and the “minimum limits” required by that law.

The following total policy exclusion is added:

**EXCLUSION OF TRANSPORTATION NETWORK COMPANY & PERSONAL VEHICLE SHARING PROGRAM USE**

A. 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, arises out of, or is related to any person operating or using “your covered auto” or any other vehicle in any type of activity associated or connected with any:

1. 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; or
2. Personal vehicle sharing program, use or activity.

B. For purposes of this transportation network company (TNC) 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.

C. For purposes of this personal vehicle sharing program exclusion:

Personal vehicle sharing program means a group or legal entity engaged in the business or activity in Oregon of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals other than the vehicle’s registered owner, or similar legal entity qualified in any other state that engages in such business.

All other policy provisions apply.