

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS – UTAH

I. Definitions

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

Throughout the policy, "minimum limits" refers to the following limits of liability, as required by the financial responsibility law of Utah, to be provided under a policy of automobile liability insurance:

1. If liability coverage under this policy is provided on a single limit basis, \$80,000 for each accident; or
2. If liability coverage under this policy is provided on a split limit basis:
 - a. \$25,000 for each person, subject to \$65,000 for each accident, with respect to bodily injury; and
 - b. \$15,000 for each accident with respect to "property damage".

II. Part A – Liability Coverage

Part A is amended as follows:

- A. Paragraph A. of the **Insuring Agreement** is replaced by the following:

INSURING AGREEMENT

We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. 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.

- B. Exclusion A.1. is replaced by the following:

We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Utah.

- C. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

1. If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Except as provided in 2. and 3. below, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.
2. We will provide primary insurance for a vehicle you do not own if the vehicle is insured under a policy affording coverage to a named insured engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;motor vehicles. This applies only if an "insured":
 - a. Is operating the vehicle; and
 - b. Is neither the person engaged in such "business" nor that person's employee or agent.
3. If the vehicle you do not own is a rental private passenger motor vehicle, the following priorities of recovery apply:

FIRST PRIORITY	Any source of recovery purchased by you or any "family member" from the owner of the rental private passenger motor vehicle.
SECOND PRIORITY	Any policy affording Liability Coverage to the "insured" as a named insured or "family member".

III. Part E – Duties After An Accident Or Loss

The following is added to Paragraph A. of Part E:

Notice to our authorized representative is considered notice to us.

IV. Part F – General Provisions

Part F is amended as follows:

- A. The following is added to the **Our Right To Recover Payment** Provision:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

- B. The **Termination** Provision is replaced by the following:

TERMINATION

A. 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 by first class mail to the named insured shown in the Declarations at the address last known by us:
 - 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; or

- (2) Since the last anniversary of the original effective date if the policy period is other than one year; or

- c. If the policy was obtained through material misrepresentation.

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 address last known by us. Notice will be mailed by first class mail 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.

C. 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.

D. 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 send you the refund. The premium refund, if any, will be computed according to our manuals. 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.

V. Named Non-Owner Coverage Endorsement

If the Named Non-Owner Coverage and the Property Damage Uninsured Motorists Coverage Endorsements are attached to the policy, the Named Non-Owner Coverage Endorsement is amended as follows:

Section **IV – Part C – Uninsured Motorists Coverage** is amended as follows:

PART C – UNINSURED MOTORISTS COVERAGE

Paragraph **C.2.** of the **Limit Of Liability** Provision does not apply.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.