

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

AMENDMENT OF POLICY PROVISIONS – SOUTH CAROLINA

Throughout the policy and endorsements attached to it, reference to minimum limits the following limits of liability as required by South Carolina law, to be provided under a policy of automobile liability insurance:

- 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".

I. PART A – LIABILITY COVERAGE

- A. Exclusions 1., 5., 6. and 8. are deleted and 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 South Carolina Financial Responsibility Act.
- 5. For that "insured's" liability arising out of the ownership or operation of "your covered auto" while it is being used to carry persons or property for a fee.

This Exclusion (5.) does not apply to a share-the-expense car pool.

- 6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking

vehicles designed for use mainly on public highways. This includes road testing and delivery.

This Exclusion (6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member";
- c. Any partner, agent or employee of you or any "family member"; or
- d. Any person using "your covered auto" with your express or implied consent.

- 8. Using "your covered auto" without a reasonable belief that that "insured" is entitled to do so.

This Exclusion (8.) does not apply to a "family member" using "your covered auto" which is owned by you.

- B. Paragraph C. of the LIMIT OF LIABILITY Provision is deleted and replaced by the following:

- C. No one will be entitled to receive duplicate payments for the same element of loss under this coverage and:

- 1. Part C of this policy; or
- 2. Any Underinsured Motorists Coverage provided by this policy.

II. PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

The following is added to the INSURING AGREEMENT:

We will pay under Other Than Collision Coverage or under Collision Coverage for loss to safety glass on "your covered auto" without applying a deductible.

III. PART F – GENERAL PROVISIONS

Part F is amended as follows:

- A. The following is added to the CONCEALMENT OR FRAUD Provision:

However, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages result from an accident which is otherwise covered under this policy.

- B. The first and second paragraphs of the PAYMENT OF LOSS Provision are deleted and replaced by the following:

Payment of loss will be made within 30 days after we reach an agreement with you, a final judgment is entered in 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, 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.

- C. The following is added to the OUR RIGHT TO RECOVER PAYMENT Provision:

This provision does not apply to **PART B – MEDICAL PAYMENTS COVERAGE**.

- D. 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 notice to the named insured shown in the Declarations at the address shown in this policy at least 15 days prior to the date cancellation is to take effect.

If this policy is cancelled within the first 60 days, and is not a renewal or continuation policy, the cancellation will become effective only on or after the 61st day of the policy period. However, if this policy is cancelled for nonpayment of premium, the cancellation will become effective only on or after the 31st day of the policy period.

3. After this policy has been in effect for more than 90 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) If this is a renewal or continuation policy, during the policy period or the 90 days immediately preceding the last anniversary of the original effective date.

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

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 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. 1 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.

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.