

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

STATE CONFORMANCE ENDORSEMENT - NEBRASKA

The following amendment changes the policy to conform with Nebraska state laws. 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 Nebraska 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. \$25,000 for each accident with respect to "property damage".

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

The **Limit of Liability** Provision is revised by adding the following:

If a loss to "your covered auto" is also payable as damages under the liability coverage of another policy issued by us, we will pay for such damage or loss only once, either under this Policy or the liability coverage of the other policy.

The **Appraisal** Provision is deleted and replaced by the following:

APPRAISAL

If we and you do not agree on the amount of loss, then an appraisal of 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:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this Policy by agreeing to an appraisal.

PART F - GENERAL PROVISIONS

The **Concealment or Fraud** Provision is deleted and replaced by the following:

CONCEALMENT OR FRAUD

No misrepresentation or warranty made by the insured or on his behalf in the negotiation or application of this policy or contract of insurance shall defeat or void the policy or contract or affect the company's obligation under the policy or contract unless such misrepresentation or warranty:

1. Was material; and
2. Deceived the company to its injury.

The breach of warranty or condition in any contract or policy of insurance shall not void the policy or allow the company to avoid liability unless such breach exists at the time of the loss and contributes to the loss.

The second paragraph of the **Payment of Loss** Provision 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 amended as follows:

A. Cancellation, 2.b. is deleted and replaced by the following:

b. At least 30 days' written notice in all other cases.

A. Cancellation, 3. is amended by adding the following:

For any other reason permitted by state law.

The **Amendatory Endorsements** Provision is deleted.

All other provisions in the policy apply.