

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

STATE CONFORMANCE ENDORSEMENT – SOUTH DAKOTA

The following amendment changes the policy to conform with South Dakota 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 South Dakota 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 A – LIABILITY COVERAGE

EXCLUSIONS

The following exclusion is added:

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

For "bodily injury" to you or any "family member". However, this exclusion does not apply for "bodily injury" to you to the extent that this coverage provides the minimum limits of liability required by the Financial Responsibility Law of the State of South Dakota.

PART B – MEDICAL PAYMENTS COVERAGE

Part B. of the **Insuring Agreement** Provision is deleted and replaced by the following

B. "Insured" as used in this Part means:

1. You, any "family member" or any other resident of your household:
 - a. While "occupying" "your covered auto"; or
 - b. As a pedestrian when colliding with or when struck by a motor vehicle or a trailer of any type.

Motor vehicle as used in this Part means:

- a. Automobiles, motor trucks, motorcycles, and all vehicles propelled by power other than muscular power and designed primarily for travel on the public highway; or
 - b. Vehicles not designed for travel on the public highway, but are licensed.
2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

2. is deleted and replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

2. Sustained while "occupying" "your covered auto" located for use as a residence or premises and not being operated as a vehicle.

4. and 5. are deleted.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

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 the appraisal. If so agreed, 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 not be binding. Each party will:

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

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

PART F – GENERAL PROVISIONS

Paragraph A. of the **Legal Action Against Us** Provision is deleted.

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 or "constructive total loss".

The **Our Right To Recover Payment** Provision is amended as follows:

1. Paragraph A. of this provision does not apply to **Part C**.
2. Paragraph B. of this provision does not apply to Underinsured Motorists Coverage if afforded under this Policy.

TERMINATION

A. Cancellation is amended as follows:

2. is deleted and replace by the following:

2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this Policy at least 20 days' notice in all cases.

3.c. is deleted.

The following is added:

For any other reason permitted by state law.

B. Nonrenewal is deleted and replaced by the following:

- 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 shown in this Policy. Notice will be mailed at least 60 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than 1 year, 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.

UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT

If the Underinsured Motorists Coverage endorsement is attached to this Policy, the provisions of the Underinsured Motorists Coverage endorsement apply except as follows:

INSURING AGREEMENT

B.1. is deleted and replaced by the following:

B. "Insured" as used in this endorsement means:

1. You or any "family member" while "occupying" "your covered auto".

The first paragraph of C. "Underinsured motor vehicle" is replaced by the following:

- C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident, but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

EXCLUSIONS, A. is deleted and replaced by the following:

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

1. By you while "occupying", or when struck by, any motor vehicle you own which is not insured for this coverage under this Policy. This includes a trailer of any type used with that vehicle.

2. By a "family member":

- a. Who owns an auto, while "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this Policy. This includes a trailer of any type used with that vehicle.
- b. Who does not own an auto, while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable similar 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.

Paragraph C. of the **Arbitration** Provision is replaced by the following:

- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrators will not be binding.

All other policy provisions apply.