

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## STATE ENDORSEMENT – SOUTH DAKOTA

This endorsement forms part of your Classic Automobile Policy, and replaces or changes the policy terms, as set forth below.

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

Under **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

Under the **Insuring Agreement**, Paragraph B. is replaced by the following

B. "Insured", as used in this **PART B**, 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 B**, 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".

Under **Exclusions**, the following changes are made:

Exclusion 2. is 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.

Exclusions 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 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 rescind, 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.

Under the **Legal Action Against Us** provision, Paragraph A. is deleted.

Under the **Payment of Loss** provision, the second paragraph is 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:

Paragraph A. of this provision does not apply to **PART C – UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE**.

Paragraph B. of this provision does not apply to **PART C's UNDERINSURED MOTORISTS COVERAGE**, if afforded under this Policy.

Under the **Termination** provision, the following changes are made:

A. Cancellation is amended as follows:

Paragraph 2. is replaced 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.

Paragraph 3.c. is replaced with:

- c. For any other reason permitted by state law.

B. Nonrenewal is 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 **Other Insurance** provision is deleted.

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

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 exclusion:
  1. 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.
  2. Personal vehicle sharing program means a group or legal entity engaged in the business or activity of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals other than the vehicle's owner.

All other policy provisions apply.