

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – IDAHO

The following amendments change the policy. Please read your entire policy for full details about your coverages.

DEFINITIONS

The following is added:

Throughout the policy, “minimum limits” refers to the following limits of liability as required by Idaho 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. \$15,000 for each accident with respect to “property damage”.

PART A – LIABILITY COVERAGE

Exclusion 8. is replaced by the following:

We do not provide Liability Coverage for any “insured”:

8. Using “your covered auto” without your express or implied permission. However, this Exclusion 8. does not apply to a “family member” using “your covered auto”.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The **Limit of Liability** provision is replaced by the following:

LIMIT OF LIABILITY

- A. We will pay the limit shown under **PART D** in the Declarations or Schedule for the applicable vehicle, which is agreed to be the Guaranteed Value® of “your covered auto”, inclusive of any applicable taxes and fees, in case of a total loss or “constructive total loss”.
- B. For all other loss or damage to “your covered auto”, we will pay the amount necessary to repair or replace the property, whichever is less, provided you actually repair or replace the property, with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the Guaranteed Value® per vehicle shown under **PART D** in the Declarations or Schedule.

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 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.

The second paragraph of the **Payment of Loss** provision is replaced by the following:

If we pay a total loss or “constructive total loss” for any of “your covered auto(s)” shown in the Declarations or Schedule, 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 **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 to the named insured shown in the Declarations at the address shown in this policy:
 - 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 20 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 the policy was obtained through a material misrepresentation; or
 - c. If you failed to disclose fully your motor vehicle accidents and moving violations, or your losses covered under any auto physical damage or comprehensive coverage, for the preceding 36 months if asked for in the application; or
 - d. If you or any other driver who lives with you or customarily uses “your covered auto”:
 - (1) Violates any of the terms and conditions of this policy; or
 - (2) Makes a false or fraudulent claim or knowingly aided or abetted another in making such a claim; or
 - (3) Has had his or her driver's license suspended or revoked within 36 months prior to the issuance of the notice of cancellation or nonrenewal. This does not apply to a person whose driver's license has been suspended due to:
 - (a) The use, possession, procurement, attempted procurement or dispensing of any alcoholic beverage on the basis of age; or
 - (b) The possession of marijuana, or unlawful use or being under the influence of controlled substances when such person is under 18 years of age pursuant to Title 37 of the Idaho Code; or
 - (4) Has a history of and is subject to epilepsy or heart attacks, and such individual cannot produce a certificate from a physician testifying to his or her ability to operate a motor vehicle; or

- (5) Has an accident record, conviction record (criminal or traffic), physical, mental or other condition which is such that the operation of an auto might endanger the public safety. This does not apply to a person under 18 years of age who has been convicted for the possession of marijuana, or unlawful use or being under the influence of controlled substances pursuant to Title 37 of the Idaho Code; or
 - (6) Has engaged in a prearranged competitive speed contest while operating or riding in "your covered auto" during the policy period; or
 - (7) Has been addicted to the use of narcotics and other drugs within 36 months prior to the issuance of notice of cancellation or nonrenewal; or
 - (8) Uses alcoholic beverages to excess; or
 - (9) Is or has been convicted, or forfeited bail, during the 36 months immediately preceding the issuance of the notice of cancellation or nonrenewal for:
 - (a) Any felony; or
 - (b) Criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle; or
 - (c) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs; or
 - (d) Leaving the scene of an accident without stopping to report; or
 - (e) Theft or unlawful taking of a motor vehicle; or
 - (f) Making fraudulent statements in an application for a driver's license; or
 - (10) Is or has been convicted of, has had a judgment entered against, or forfeited bail for, three or more violations within 36 months immediately preceding the notice of cancellation or nonrenewal, of any law, ordinance or regulation of any state for which a violation point is assessed by the Idaho Transportation Department under the provisions of Idaho Code Section 49-326, whether or not the violations were repetitions of the same offense or different offenses.
- e. If "your covered auto" is:
- (1) So mechanically defective that its operation might endanger public safety; or
 - (2) Used in carrying passengers for hire or compensation, except that the use of an auto for a car pool shall not be considered use of an auto for hire or compensation; or
 - (3) Used in the business of transportation of flammables or explosives; or
 - (4) An authorized emergency vehicle; or
 - (5) Modified or changed in condition during the policy period so as to increase the risk substantially; or
 - (6) Subject to an inspection law and has not been inspected or, if inspected, has failed to qualify.

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 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.

We will only nonrenew this policy if:

1. One or more of the reasons as listed in Paragraph 3. of Cancellation exists;
2. You or any other driver who lives with you or customarily uses "your covered auto" fails to disclose fully, upon request therefor, facts relative to accidents and losses incurred, at any time during the policy period;
3. "Your covered auto" is registered in a jurisdiction other than Idaho; or
4. We are otherwise permitted by the laws of the state of Idaho.

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.

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.

The **Other Insurance Policies** provision is deleted.

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

STATE LAW

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.

All other policy provisions apply.