

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – MONTANA

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

The following Notice Section is added:

NOTICE SECTION OF IMPORTANT PROVISIONS:

PLEASE READ YOUR POLICY & ALL ENDORSEMENTS. Your policy forms, all endorsements, and your Declarations or Schedule, form the contract for this insurance. The policy and endorsement forms include important terms for you to read including, but not limited to, definitions, policy requirements, conditions, exclusions, limitations, and duties for coverage to apply. You agree that when you purchase(d) this policy, you will be bound by all of the policy terms, including the policy requirements, conditions, definitions, exclusions and limitations set forth under each coverage and throughout the policy that may prevent coverage or limit for accidents and losses when those policy terms apply.

If the Declarations indicate that this policy provides **PART B – MEDICAL PAYMENTS COVERAGE**, the following statement applies:

THIS POLICY PROVIDES MEDICAL PAYMENTS COVERAGE ONLY FOR CERTAIN MEDICAL EXPENSES.

SOME MEDICAL EXPENSES MAY EXCEED THE COVERAGE LIMITATIONS DESCRIBED IN THIS POLICY. IF SO, THEY MAY NOT BE COVERED BY THIS POLICY.

Throughout the policy and endorsements attached to it, reference to minimum limits means the following limits of liability as required by Montana 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. \$20,000 for each accident with respect to “property damage”.

PART A – LIABILITY COVERAGE

Under **Exclusions**, the following is added:

We do not provide Liability Coverage for any “insured” for “bodily injury” to you or any “family member” to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Montana.

PART B – MEDICAL PAYMENTS COVERAGE

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

- A. We will pay reasonable expenses incurred for medical and funeral services because of “bodily injury”:
 1. Caused by an accident; and
 2. Sustained by an “insured”.

We will pay only those expenses incurred for services rendered within three years from the date of the accident.

“Reasonable” as used in this Paragraph A. means those expenses which are consistent with the treatment and expense standards for “bodily injury” in the insured’s geographic location.

Under the **Limit of Liability** provision, Paragraph A. is replaced by the following:

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 1. “Insureds”;
 2. Claims made;
 3. Vehicles shown in the Declarations; or
 4. Vehicles involved in the accident.

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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 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.

The **Concealment or Fraud** provision is replaced by the following:

FRAUD

We do not provide coverage for any “insured” who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

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

PAYMENT OF LOSS

Payment of loss, with all your indebtedness to us being first deducted, will be made within 30 days after we either reach agreement with you, a final judgment is entered in the 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 or “constructive total loss”.

“Constructive total loss” means a loss where the cost to repair damage to “your covered auto” will exceed the agreed value of the vehicle when fully repaired.

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

Cancellation, 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:
 - a. At least 10 days’ notice if cancellation is for nonpayment of premium; or

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b. At least 45 days' notice in all other cases.

Cancellation, 3.c. is deleted in its entirety and does not apply.

Cancellation, 3. is amended by adding the following:

For any other reason permitted by state law.

Nonrenewal is replaced by the following:

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 the policy and to such named insured's authorized agent. Notice will be mailed at least 45 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 it only at each anniversary of its original effective date.

The following is added:

Renewal With Altered Terms

If we offer or purport to renew a policy on less favorable terms, at a higher rate or at a higher rating plan, the new terms, rate or rating plan will take effect on the policy renewal date only if we have mailed or delivered notice of the new terms, rate or rating plan to you at least 45 days before the expiration date.

The above 45 days' notice does not apply if the increase in the rate or rating plan, or both, results from a classification changed based on the altered nature or extent of the risk insured.

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

Under the **Two or More Auto Policies** provision, the following is added:

- A. This provision does not apply to Uninsured Motorists Coverage or Underinsured Motorists Coverage.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage or Underinsured Motorists Coverage.

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

CONFORMITY WITH MONTANA STATUTES

The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which an "insured" resides on or after the effective date of this policy. If this policy applies to an auto accident which occurs in any state or province other than the one in which "your covered auto" is principally garaged, the provisions of this policy conform to the minimum requirements of such state or province.

If any policy exclusion, limitation, term, condition or other policy provision is determined to be invalid and unenforceable by statute or 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 in its entirety and does not apply.

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.