

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – NEW HAMPSHIRE

This endorsement amends your policy to make it the equivalent of a Motor Vehicle Liability Policy as defined in New Hampshire Revised Statutes Annotated Chapter 259:61. It does not alter or waive any other terms or conditions as they appear in the Classic Auto Policy.

DEFINITIONS

The following changes are made to the **Definitions** section:

The definition of “family member” is replaced by the following:

“Family member” means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

The definition of “your covered auto” adds the following:

Any auto or “vehicle trailer” you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

This provision does not apply to **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO**.

The following definition for “minimum limits” is added:

Throughout the policy, “minimum limits” refers to the following limits of liability as required by New Hampshire 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 the **Insuring Agreement** provision, the following changes are made:

Paragraph A. is replaced by the following:

- A. We will pay damages for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.

Paragraph B., Item 1. is replaced by the following:

1. You or any “family member” for the ownership, maintenance or use of any auto;

Paragraph B. is amended by adding the following:

You, any “family member”, or any domestic servant acting within the scope of employment of any such “insured”, due to the operation of any motor vehicle, trailer or semi-trailer not owned in whole or in part by any “insured”.

Any insurance afforded under this paragraph applies only if no other valid and collectible insurance is available to the “insured”.

Under the **Supplementary Payments** provision, the following is added:

In addition to our limit of liability, we will pay on behalf of an “insured”:

Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

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

Exclusion 6. is replaced by the following:

6. While employed or otherwise engaged in the “business” of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; and
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (6.) does not apply to the ownership, maintenance or use of “your covered auto” by:

- a. You;
- b. Any “family member”; or
- c. Any partner, agent or employee of you or any “family member”,

Exclusion 7. is replaced by the following:

7. Maintaining or using “your covered auto” while that “insured” is employed or otherwise engaged in any “business” (other than farming or ranching) not described in Exclusion 6. This Exclusion (7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. “Vehicle trailer”.

Exclusion 8. is replaced by the following:

8. Using “your covered auto” without a reasonable belief that that “insured” is entitled to do so. This Exclusion (8.) does not apply to a “family member” using “your covered auto” which is owned by you.

Exclusion 10. is replaced by the following:

10. We do not provide Liability Coverage for the ownership, maintenance or use of:

A. Any vehicle which:

- 1. Is not a motor vehicle as defined in New Hampshire Rule 1402.2(h); or
- 2. Is designed mainly for use off public roads.

This Exclusion (10.A) does not apply:

- 1. While such vehicle is being used by an “insured” in a medical emergency;
- 2. To any trailer;
- 3. To any non-owned golf cart; or
- 4. If there is no other valid and collectible insurance available to the “insured”.

B. Any vehicle, other than “your covered auto”, which is:

- 1. Owned by you; or
- 2. Furnished for your regular use.

C. Any vehicle, other than “your covered auto”, which is:

- 1. Owned by any “family member”; or

2. Furnished for the regular use of any “family member”.

However, this Exclusion (10.C.) does not apply to you while you are maintaining or “occupying” any vehicle which is:

1. Owned by a “family member”; or
2. Furnished for the regular use of a “family member”.

The following Exclusion 12. is added:

12. We do not provide Liability Coverage in excess of the “minimum limits” for the named insured, or any “family member”, whose driver’s license is under suspension or revocation, while operating the motor vehicle involved in the accident. However, this exclusion does not apply if the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

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

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any **Uninsured Motorists Coverage** provided by this policy.

Under the **Out Of State Coverage** provision, Paragraph B. is replaced by the following:

- B. No one will be entitled to duplicate payments for the same elements of loss. This limitation does not apply to benefits received under **PART B – MEDICAL PAYMENTS COVERAGE**.

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

OTHER INSURANCE

If there is other applicable liability 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. However, any insurance we provide for a vehicle you do not own, including any vehicle or “vehicle trailer” while used as a temporary substitute for “your covered auto”, shall be excess over any other collectible insurance.

PART B – MEDICAL PAYMENTS COVERAGE

The **Insuring Agreement** is replaced by the following:

INSURING AGREEMENT

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

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B. “Insured”, as used in this **PART B**, means:

1. You or any “family member” while “occupying” or as a pedestrian when struck by:
 - a. A motor vehicle designed for use mainly on public roads; or
 - b. A trailer of any type; or
2. Any person while “occupying” “your covered auto” or any vehicle you do not own while used as a temporary substitute for “your covered auto” which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

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

Exclusion 4. is replaced by the following:

4. a. Sustained while “occupying”, or when struck by, any vehicle (other than “your covered auto”) which is:
 - (1) Owned by you; or
 - (2) Furnished for your regular use.
- b. Sustained while “occupying”, or when struck by, any vehicle (other than “your covered auto”) which is:
 - (1) Owned by any “family member”; or
 - (2) Furnished for the regular use of any “family member”.

However, this Exclusion (4.b.) does not apply to you.

Exclusion 5. is replaced by the following:

5. Sustained while “occupying” “your covered auto” without a reasonable belief that that “insured” is entitled to do so. This Exclusion (5.) does not apply to a “family member” using “your covered auto” which is owned by you.

Exclusion 6. is replaced by the following:

6. Sustained while “occupying” “your covered auto” when it is being used in the “business” of an “insured”. This Exclusion (6.) does not apply to “bodily injury” sustained while “occupying” a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. “Vehicle trailer”.

The following Exclusion 9. is added:

9. We do not provide Medical Payments Coverage for any “insured” for “bodily injury” sustained:
 - a. While that “insured” is operating any vehicle; and
 - b. While that “insured’s” driver’s license is under suspension or revocation.

However, this exclusion does not apply if the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

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

- B. No one will be entitled to receive duplicate benefits for the same elements of loss under this coverage and a health insurance policy.

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

OTHER INSURANCE

If there is other applicable 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. However, any insurance we provide for a vehicle you do not own, including any vehicle or “vehicle trailer” while used as a temporary substitute for “your covered auto”, shall be excess over any other collectible insurance.

The following provision is added:

PAYMENT OF BENEFITS

Benefits payable under this coverage shall not be assignable to any health care provider.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The **Insuring Agreement** is replaced by the following:

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to “your covered auto” or any “non-owned auto”, including their equipment, minus any applicable deductible shown in the Declarations or Schedule. If loss to more than one “your covered auto” or “non-owned auto” results from the same “collision”, only the highest applicable deductible will apply. However, we will not apply a deductible if the damage to “your covered auto” or any “non-owned auto” is caused by “collision” with an “uninsured motor vehicle” and the operator of the “uninsured motor vehicle”:

1. Is solely at fault; and
2. Has been positively identified.

We will pay for loss to “your covered auto” caused by:

1. Other than “collision” only if the Declarations or Schedule indicate that Other Than Collision Coverage is provided for that auto.
2. “Collision” only if the Declarations or Schedule indicate that Collision Coverage is provided for that auto.

If there is a loss to a “non-owned auto”, we will provide the broadest coverage applicable to any “your covered auto” shown in the Declarations or Schedule.

However, for any loss to a “non-owned” auto:

1. Coverage applies on an excess basis; and
2. Our limit of liability for loss will be the lesser of the:
 - a. Actual cash value of the stolen or damaged property; or
 - b. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

- a. Any “non-owned auto” which is a trailer is \$1500.
 - b. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
 4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B. “Collision” means the upset of “your covered auto” or a “non-owned auto” or their impact with another vehicle or object.

Loss caused by the following is considered other than “collision”:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or

10. Breakage of glass.

However, coverage for other than "collision" losses is not restricted to the above listed causes of loss.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "vehicle trailer", including any such vehicle rented to you or any "family member", not owned by or furnished for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "vehicle trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

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

Exclusion 1. adds the following:

However, this exclusion (1.) does not apply to dampness, mildew, or mold damage resulting from a covered loss.

Exclusion 11. is replaced by the following:

11. Loss or damage to "your covered auto" as a result of the criminal acts of any person. However, this provision does not apply to any person who had no knowledge of or who did not participate in the criminal act.

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, 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.

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

PAYMENT OF LOSS

Unless a claim has been paid by others, we will pay any loss covered under this policy within 5 working days after we reach agreement with you, entry of a final judgment, or the filing of an appraisal award with us.

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to you or to the address shown in this policy. If we return stolen property, we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

The right of salvage belongs to us. You may, at your option, purchase the salvage from us. You must advise us of your intent prior to our making payments under the terms of this policy.

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; except as required by law.
- B. As a condition of the issuance of this policy:
 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 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 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 **Changes** provision is replaced by the following:

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by written endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to:
 1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles; or
 4. Coverages, deductibles or limits.
- C. If a change resulting from Paragraphs A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
- D. If you alter or modify your vehicle in any way during the policy period, you must inform us prior to renewal.
- E. If we make a change which broadens coverage under this edition of your policy without additional premium charge that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph E. does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

The **Private Pleasure Use** provision is replaced by the following:

PRIVATE PLEASURE USE

Coverage will be capped at the “minimum limits” if “your covered auto” is:

- A. Rented or leased to any person for a fee;
- B. Used to carry persons or property for a fee, or any commercial use unless prior written consent has been obtained from us; or
- C. Used for any illegal act by any person. This provision does not apply to any person who had no knowledge of or who did not participate in the illegal act.

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

CONCEALMENT, MISREPRESENTATION OR FRAUD

We do not provide coverage to one or more “insureds” who, at any time:

1. Falsely attested to being a New Hampshire resident, on the Statement of Residency required by N.H. Rev. Stat. Ann. Section 417-A. However, we do provide coverage for that “insured” for “bodily injury” or “property damage” for which that “insured” becomes legally responsible because of an auto accident.

If we make a payment for “bodily injury” or “property damage” for which that “insured” becomes legally responsible, we are entitled to reimbursement for all such payments in accordance with the Our Right To Recover Payment provision contained in this endorsement.

2. Intentionally concealed or misrepresented a material fact;
3. Engaged in fraudulent conduct; or
4. Made a false statement;

relating to this insurance.

Under the **Legal Action Against Us** provision, Paragraph C. is replaced by the following:

- C. Under **PART D**, suit or action must start within 3 years from:

1. The date of loss; or
2. The date of discovery of the loss, provided the loss could not have reasonably been discovered at the time of the accident or damage, had an “insured” exercised reasonable diligence.

However, this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

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

PAYMENT OF LOSS

Payment of loss, less any applicable deductible and/or outstanding policy premium due the Company, will be made within 5 working days after we 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 Guaranteed Value® of the vehicle when fully repaired.

Under the **Our Right To Recover Payment** provision, the following is added:

If we make a payment under:

1. **PART C** of this policy, we shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.
2. **PART A** or **PART C** of this policy and any “insured” under this policy has falsely attested to being a New Hampshire resident on the Statement of Residency required by N.H. Rev. Stat. Ann. Section 417-A, that “insured” shall reimburse us to the extent of our payment.

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

Cancellation, Items 2. and 3. are 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:
 - (1) If cancellation is for nonpayment of premium; or

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- (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 45 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;
 - b. Failure to sign the New Hampshire Statement of Residency form as required by NH RSA 417-A:3; or
 - c. Any other reason permitted by 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. 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.

Automatic Termination, second paragraph is deleted.

Other Termination Provisions, Item 2. is replaced by the following:

- 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. The refund, in some instances, may be less than the pro rata cost of the insurance for the refund portion of the policy period. However, making or offering to make the refund is not a condition of cancellation.

The **Other Insurance Policies** 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.