

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## STATE ENDORSEMENT – MISSISSIPPI

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

Throughout the policy and endorsements attached to it, minimum limits refers to the following limits of liability, as required by Mississippi law, to be provided under a policy of automobile liability insurance:

- A. \$25,000 for each person, subject to \$50,000 for each accident, with respect to “bodily injury”; and
- B. \$25,000 for each accident with respect to “property damage”.

### PART A – LIABILITY COVERAGE

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

Exclusion A. is replaced by the following:

- A. Who intentionally causes “bodily injury” or “property damage”. An intentional act includes any voluntary act that a reasonable person could foresee may cause injury or damage.

The following exclusions are added:

We do not provide liability coverage for punitive or exemplary damages.

We do not provide liability coverage for any “insured” for “bodily injury” to you or a “family member”.

### PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

Under the **Exclusions** provision, Exclusion G. is replaced by the following:

- G. Loss or damage intentionally caused or directed by you or a “family member”. An intentional act includes any voluntary act that a reasonable person could foresee may cause injury or damage.

### PART F – GENERAL PROVISIONS

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

#### CONCEALMENT OR MISREPRESENTATION

- A. You, any person, or entity with an interest in the property that knowingly conceals, misrepresents, or omits information on the application or in response to any other request for information during the application process may result in the voiding of your policy. We may also take any other action that the law allows, such as denying coverage and cancelling or nonrenewing the policy.
- B. We may take any action that the law allows, including, but not limited to, denying coverage and cancelling or non-renewing the policy, if you, any person, or entity intentionally conceals, misrepresents, or omits a material fact concerning this policy or a claim under this policy.
- C. We will not provide coverage to you, any person, or entity that has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

No action or inaction by us will be deemed a waiver of this provision.

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 of the date of loss, but 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.

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

We shall be entitled to a recovery under paragraph A. or B. only after the person has been fully compensated for damages by another party.

The **Termination** provision is amended by the following:

#### TERMINATION

- A. Cancellation.

This policy may be cancelled during the policy period as follows:

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 this policy has been in effect less than 60 days at the time notice of cancellation is mailed and this is not a renewal or continuation policy; or
  - b. At least 30 days' notice in all other cases.
3. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of:
    - 1) Any driver who lives with you; or
    - 2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
    - 1) During the policy period; or
    - 2) Since the last anniversary of the original effective date if the policy period is other than 1 year. However, if within 7 days from the date of:
      - 1) Notice of cancellation for the reason described in this paragraph 3.b.; or
      - 2) Suspension or revocation of the driver's license of a driver described in this paragraph 3.b.;
 the Named Insured gives us written notice of the suspension or revocation of the license of that driver, and requests that we exclude that driver from coverage, we will continue the policy with a provision excluding coverage when that driver maintains or uses any auto or trailer; or
  - c. If a driver who is excluded from coverage in accordance with the provisions of paragraph 3.b. is operating "your covered auto".

**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 30 days before the end of the policy period. 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.

**D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice by certificate of mailing 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.

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

This policy provision and limitation does not apply to **PART C**, but only if, when, and as required by Mississippi law, as amended.

All other policy provisions apply.