

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – NEVADA

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

NOTICE

The contrasting boldface type contained in this endorsement is in compliance with the Nevada statutory requirements that “anti-stacking” provisions be prominently displayed in the policy, binder or endorsement.

Throughout the policy and endorsements attached to it, reference to minimum limits means the following limits of liability as required by Nevada 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”.

DEFINITIONS

The following definitions are replaced:

Throughout this policy, “you” and “your” refer to the named insured shown in the Declarations or Schedule, and:

1. The spouse; or
2. A party who has entered into a domestic partnership with the named insured recognized under Nevada law;

if a resident of the same household.

If the spouse or party who has entered into a domestic partnership with the named insured ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse or such party will be considered “you” and “your” under this policy but only until the earlier of:

1. The end of 90 days following the spouse's or such party's change of residency;
2. The effective date of another policy listing the spouse or such party as a named insured; or
3. The end of the policy period.

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

PART A – LIABILITY COVERAGE

Under the **Exclusions** provision, Exclusion 10. is replaced by the following:

10. WE DO NOT PROVIDE LIABILITY COVERAGE FOR THE OWNERSHIP, MAINTENANCE OR USE OF ANY VEHICLE, OTHER THAN “YOUR COVERED AUTO”, WHICH IS:

- a. **OWNED BY YOU OR ANY “FAMILY MEMBER”;** OR
- b. **FURNISHED OR AVAILABLE FOR YOUR REGULAR USE OR THE REGULAR USE OF ANY “FAMILY MEMBER”.**

HOWEVER, THIS EXCLUSION DOES NOT APPLY TO YOU WHILE YOU ARE MAINTAINING OR “OCCUPYING” ANY VEHICLE WHICH IS:

- a. **OWNED BY A “FAMILY MEMBER”;** OR
- b. **FURNISHED OR AVAILABLE FOR THE REGULAR USE OF A “FAMILY MEMBER”.**

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

A. THE LIMIT OF LIABILITY SHOWN IN THE DECLARATIONS OR SCHEDULE FOR THIS COVERAGE IS OUR MAXIMUM LIMIT OF LIABILITY FOR ALL DAMAGES RESULTING FROM ANY ONE AUTO ACCIDENT TO WHICH THIS POLICY APPLIES. THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

- 1. "INSUREDS";**
- 2. CLAIMS MADE;**
- 3. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS OR SCHEDULE; OR**
- 4. VEHICLES INVOLVED IN THE AUTO ACCIDENT.**

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

OTHER INSURANCE

If there is other applicable liability insurance:

1. Any insurance we provide for a vehicle you own shall be excess to that of a person engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Delivering;
 - e. Testing;
 - f. Road testing;
 - g. Parking; or
 - h. Storing;

motor vehicles, if the accident occurs while the vehicle is being operated by that person or that person's employee or agent.
2. Any insurance we provide for a vehicle you do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Delivering;
 - e. Testing;
 - f. Road testing;
 - g. Parking; or
 - h. Storing;

motor vehicles. This applies only if an "insured":

 - a. Is operating the vehicle; and
 - b. Is neither the person engaged in such "business" nor that person's employee or agent.
3. If the vehicle you do not own is a rental private passenger automobile, the following priorities of recovery apply:

FIRST PRIORITY	Any source of recovery purchased as an option from the owner of the rental private passenger automobile.
SECOND PRIORITY	Any policy affording Liability Coverage to the “insured” as a named insured or “family member”.
THIRD PRIORITY	Any policy affording Liability Coverage to the owner of the rental private passenger automobile.

PART B – MEDICAL PAYMENTS COVERAGE

Part B. of the **INSURING AGREEMENT** is amended as follows:

B. “Insured” as used in this Part means:

1. You, a “family member”, or any other person while “occupying” “your covered auto”; or
2. You or a “family member” as a pedestrian.

The **Exclusions** provision is amended as follows:

Exclusion 4. is replaced by the following:

WE DO NOT PROVIDE MEDICAL PAYMENTS COVERAGE FOR ANY “INSURED” FOR “BODILY INJURY”:

4. **SUSTAINED WHILE “OCCUPYING”, OR WHEN STRUCK BY, ANY VEHICLE (OTHER THAN “YOUR COVERED AUTO”) WHICH IS:**
 - a. **OWNED BY YOU; OR**
 - b. **FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.**

The following Exclusion is added:

WE DO NOT PROVIDE MEDICAL PAYMENTS COVERAGE FOR ANY “INSURED” FOR “BODILY INJURY” SUSTAINED WHILE “OCCUPYING”, OR WHEN STRUCK BY, ANY VEHICLE (OTHER THAN “YOUR COVERED AUTO”) WHICH IS:

- a. **OWNED BY ANY “FAMILY MEMBER”; OR**
- b. **FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY “FAMILY MEMBER”.**

HOWEVER, THIS EXCLUSION DOES NOT APPLY TO YOU.

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 OR PREMIUMS SHOWN IN THE DECLARATIONS; OR**
4. **VEHICLES INVOLVED IN THE ACCIDENT.**

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

PAYMENT OF LOSS

Payment of loss 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 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".

"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.

The **Our Right To Recover Payment** provision does not apply to **PART B**.

The **Termination** provision is amended as follows:

Cancellation, 2. and 3. are replaced by the following:

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

- 2. We may cancel by mailing by first class mail or certified mail to the named insured shown in the Declarations at the address last known by us:
 - a. At least 10 days' notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 70 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 30 days' notice in all other cases.
- 3. After this policy is in effect for 70 days, 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 one year; or
- c. If there is a discovery of material misrepresentation or fraud in obtaining the policy or presentation of a claim;
- d. If you, or any other driver who lives with you, or any other driver who customarily operates "your covered auto", is convicted of a crime arising out of acts which substantially increase the risk; or
- e. If there is a discovery of:
 - (1) An act or omission;
 - (2) A violation of any condition of the policy; or
 - (3) A material change in the nature or extent of the risk;
 which occurred after the first effective date of the current policy and which substantially and materially increases the risk.

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 last known by us. Notice will be mailed by first class mail or certified mail at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than one year we will have the right not to renew or continue this policy at each anniversary of its original effective date.

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

The **Transfer Of Your Interest In This Policy** provision is replaced by the following:

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
 - 1. The surviving:
 - a. Spouse; or
 - b. Party who has entered into a domestic partnership with the named insured recognized under Nevada law;
 if resident in the same household at the time of death. Coverage applies to the spouse or party who has entered into a domestic partnership with the named insured as if a named insured shown in the Declarations; and
 - 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the end of the policy period.

The **Two Or More Auto Policies** provision is replaced by the following:

TWO OR MORE AUTO POLICIES

IF THIS POLICY AND ANY OTHER AUTO INSURANCE POLICY ISSUED TO YOU BY US APPLY TO THE SAME ACCIDENT, THE MAXIMUM LIMIT OF OUR LIABILITY UNDER ALL THE POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE SINGLE VEHICLE LIMIT OF LIABILITY UNDER ANY ONE POLICY. THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

- 1. "INSUREDS";**
- 2. CLAIMS MADE;**
- 3. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS OR SCHEDULE; OR**
- 4. VEHICLES INVOLVED IN THE ACCIDENT.**

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 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.