

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – UTAH

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 means the following limits of liability as required by Utah law, to be provided under a policy of automobile liability insurance:

- A. \$90,000 for each accident if liability is provided as a single limit; or
- B. \$30,000 for each person, \$65,000 for each accident for “bodily injury”, and \$25,000 for “property damage” if liability is provided as split limits.

DEFINITIONS

The definition for “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 including those who usually make their home in the same household but temporarily live elsewhere. This includes a ward or foster child.

PART A – LIABILITY COVERAGE

Under the **Insuring Agreement**, the following changes are made:

Paragraph A. is replaced by the following:

We will pay damages for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident involving “your covered auto”. Damages include prejudgment interest awarded against the “insured”. 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 the amount we pay in judgments or settlements for damages resulting from the occurrence equals the limit of liability shown in the Declarations. We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.

Paragraph C. is added:

- C. “Your covered auto”, as used in this **PART A**, includes a rental private passenger motor vehicle.

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

- A. Who intentionally causes “bodily injury” or “property damage” to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Utah.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The following is added to paragraph A.:

Notice to our authorized representative is considered notice to us.

PART F – GENERAL PROVISIONS

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

CONCEALMENT OR MISREPRESENTATION

No coverage is provided under this policy if, whether before or after a loss, an “insured” has:

- A. Concealed or misrepresented any fact upon which we rely, and that concealment or misrepresentation is either material or made with intent to deceive; or
- B. Concealed or misrepresented any fact and the fact misrepresented contributes to the loss.

The following changes are made under the **Excess Coverage** provision:

EXCESS COVERAGE

- A. If “your covered auto” is not a rental private passenger motor vehicle, coverage under the policy applies on a primary basis and 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.

- B. If “your covered auto” is a rental private passenger motor vehicle, the following priorities of recovery apply:

FIRST PRIORITY	Any source of recovery purchased by an “insured” for the rental private passenger motor vehicle.
SECOND PRIORITY	Any policy affording Liability Coverage to an “insured” as a Named Insured or “family member”. 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, up to the minimum limits of liability, as required by the financial responsibility law of Utah.

- C. Notwithstanding paragraph A. above, the total recovery under all such policies or coverages cannot be greater than the single highest limit that applies for any one loss under one policy of insurance providing coverage on either a primary, secondary, or excess basis.
- D. 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 changes are made under the **Legal Action Against Us** provision:

Paragraph C. is replaced by the following:

- E. 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 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.

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

Cancellation 2. is replaced by the following:

2. We may cancel by mailing by first class 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 60 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.

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 at least 30 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 this policy at each anniversary of its original effective date.

All other policy provisions apply.