

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – KENTUCKY

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 Kentucky law, to be provided under a policy of automobile liability insurance:

- A. For liability coverage provided on a single limit basis, \$75,000 for each accident, or
- B. For liability coverage provided on a split limit basis:
 - 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”.

DEFINITIONS

The following definition is added:

“Motor vehicle glass” means the following on any motor vehicle:

- 1. The glass and non-glass parts associated with the replacement of the glass used in the windshield, doors, or windows; and
- 2. The glass, plastic, or other material used in the lights.

PART A – LIABILITY COVERAGE

Under the **Exclusions** provision, Exclusions A. and I. are replaced by the following:

We do not provide **Bodily Injury Liability** or **Property Damage Liability** for any “insured”:

- 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. However, this exclusion does not apply to an innocent co-insured if the loss occurred because of domestic violence or abuse and the perpetrator of the loss is criminally prosecuted for the act causing the loss.
- I. For “bodily injury” or “property damage” for which that “insured”:
 - 1. Is an insured under a nuclear energy liability policy; or
 - 2. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

However, this exclusion only applies to the extent that the limits of liability for this coverage exceed the limits of liability required by the Kentucky Motor Vehicle Reparations Act.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The **GLASS DEDUCTIBLE WAIVER** provision is replaced by the following:

MOTOR VEHICLE GLASS DEDUCTIBLE WAIVER

We will not apply a deductible when “motor vehicle glass” is repaired or replaced if it is damaged as a result of a covered loss if the Declarations indicate that “Other Than Collision” or “Collision” is provided for “your covered auto”.

Repaired or replacement of damaged “motor vehicle glass” includes:

- 1. Inspecting, repairing, restoring, or replacing damaged “motor vehicle glass”; and
- 2. Calibrating or recalibrating an advanced driver assistance system when an incident requires the replacement of damaged “motor vehicle glass”.

If the damage to the “motor vehicle glass” occurs at the same time as damage to other parts of “your covered auto”, the deductible applicable to the other damage to “your covered auto” may still apply.

Under the **Exclusions** provision, paragraph 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. However, this

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exclusion does not apply to an innocent co-insured if the loss occurred because of domestic violence or abuse and the perpetrator of the loss is criminally prosecuted for the act causing the loss.

If we pay a claim pursuant to this exclusion, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to other parties with a legal secured interest in the property. In no event will we pay more than the limit of liability.

PART F – GENERAL PROVISIONS

Under the **Payment of Loss** provision, the first paragraph is replaced by the following:

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 or appraisal award is filed with us.

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

PRIVATE PLEASURE USE

Coverage will be suspended above minimum limits required by law 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 for any commercial use unless prior written consent has been obtained from us; or
- C. Used for any illegal act by any person.

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

Under A. Cancellation, paragraphs 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 or otherwise last known to us:
 - a. At least 14 days' written 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 20 days' written 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. 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;
 - c. If the policy was obtained through material misrepresentation;
 - d. For discovery of willful acts or omissions on the part of the Named Insured that increase any hazard insured against; or
 - e. For any other reason permitted by state law.

- B. Nonrenewal is replaced by the following:

Nonrenewal. If we decide not to renew or continue this policy, we will mail written notice to the Named Insured shown in the Declarations at the address shown in this policy. Written notice will be mailed at least 75 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.

The following is added to the **Two or More Auto Policies** provision:

This policy provision and limitation does not apply to coverage under **PART C**, but only if and when required by Kentucky law, as amended, and then only to the extent set forth in the terms under **PART C**.

All other policy provisions apply.