

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – COLORADO

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 Colorado 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. \$15,000 for each accident with respect to “property damage”.

DEFINITIONS

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

The following is added to paragraph B. of the definition of “you” and “your”:

If the spouse or party who has entered into a civil union 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 earliest 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.

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

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

PART A – LIABILITY COVERAGE

Under the **Insuring Agreement** provision, the following sentence is deleted:

Damages include prejudgment interest awarded against the “insured”.

Under **Exclusions**, the following exclusion is added:

We do not provide Liability Coverage for you or a “family member” for “bodily injury” to a “family member”.

PART B – MEDICAL PAYMENTS COVERAGE

The following provision is added:

ASSIGNMENT OF PAYMENTS OF COVERED EXPENSES

- A. An “insured” may assign, in writing, payments of expenses for services provided to the “insured” that are covered under **PART B** of this policy to:
 1. A licensed hospital or other licensed health care provider as defined in §10-4-601, C.R.S.;
 2. An occupational therapist as defined in §12-40.5-103, C.R.S.; or
 3. A massage therapist as defined in §12-35.5-103, C.R.S.
- B. If an “insured” assigns such payments, we will pay expenses for services covered under **PART B** directly to the licensed hospital or other licensed health care provider, occupational therapist, or massage therapist described in paragraph A.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The following is added to the **Insuring Agreement** provision:

We will pay for replacement of a child passenger restraint system that was in use by a child during an accident or, if the child passenger restraint system was in the vehicle and it sustained a loss covered by the policy.

PART F – GENERAL PROVISIONS

The **Exclusion of Transportation Network Company and Personal Vehicle Sharing Program Use** provision is only applicable to **PART A**, **PART B**, and **PART D**.

The **Our Right To Recover Payment** provision is amended as follows:

With respect to “bodily injury” coverage provided under **PART A – LIABILITY COVERAGE**, paragraph B. of this **Our Right To Recover Payment** provision is replaced by the following:

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - 1. Hold in trust for us the proceeds of the recovery; and
 - 2. Reimburse us to the extent of our payment after that person has been fully compensated for damages. However, any reimbursement due to us shall be reduced by our proportionate share of attorneys’ fees and expenses incurred in bringing the claim.

With respect to the coverage provided under **PART B – MEDICAL PAYMENTS COVERAGE**, the **Our Right To Recover Payment** provision is changed as follows:

- a. Paragraph A. does not apply.
- b. Paragraph B. is replaced by the following:
 - B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - 1. Hold in trust for us the proceeds of the recovery; and
 - 2. Reimburse us to the extent of our payment after that person has been fully compensated for damages. However, any reimbursement due to us shall be reduced by our proportionate share of attorneys’ fees and expenses incurred in bringing the claim.

Under the **Termination** provision, Cancellation and Nonrenewal are replaced by the following:

- A. Cancellation. This policy may be cancelled during the policy period as follows:
 - 1. The Named Insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
 - 2. We may cancel by mailing to the Named Insured shown in the Declarations at the last address known by us:
 - 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 you knowingly made a false statement on the application for this policy; or
 - c. 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

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- 2) Since the last anniversary of the original effective date if the policy period is other than one year.

However, this paragraph (c.) shall not apply to a driver's license that has been:

- 1) Revoked due to conviction for defacing property, or criminal mischief where the underlying basis was defacing property; or
- 2) Suspended due to failure to comply with a child support order; or

d. For any other reason permitted by state law.

- 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 last address known by us. Notice will be mailed 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 it only at each anniversary of its original effective date.

The **Two or More Auto Policies** provision does not apply to **PART C**.

The following provision is added:

SERVICE OF PROCESS

If the "insured's" whereabouts for service of process cannot be determined through reasonable effort, the "insured" agrees to designate and irrevocably appoint us as the agent of the "insured" for service of process, pleadings, or other filings in a civil action brought against the "insured" or to which the "insured" has been joined as a defendant or respondent in any Colorado court if the cause of action concerns an incident for which the "insured" can possibly claim coverage. Subsequent termination of this insurance policy does not affect the appointment for an incident that occurred when this policy was in effect. The "insured" agrees that any such civil action may be commenced against the "insured" by the service of process upon us as if personal service had been made directly on the "insured". We agree to forward all communications related to service of process to the last known e-mail and mailing address of the policyholder in order to coordinate any payment of claims or defense of claims that are required.

All other policy provisions apply.