

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – SOUTH CAROLINA

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 South Carolina 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 deleted.

Exclusions F., G., and H. are replaced by the following:

We do not provide Liability Coverage for any “insured”:

- F. For that “insured’s” liability arising out of the ownership or operation of “your covered auto” while it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense carpool.
- G. Maintaining or using “your covered auto” while that “insured” is employed or otherwise engaged in any “business” (other than farming or ranching), including but not limited to the selling, repairing, servicing, storing, parking, road testing, or delivery of any vehicle.

This exclusion does not apply to the ownership, maintenance or use of “your covered auto” by:

- a. You;
 - b. Any “family member”;
 - c. Any partner, agent or employee of you or any “family member”; or
 - d. Any person using “your covered auto” with your express or implied consent.
- H. Using “your covered auto” without a reasonable belief that that “insured” is entitled to do so.

This exclusion does not apply to a “family member” using “your covered auto” which is owned by you.

Under the **Limit of Liability** provision, paragraph C. is replaced by the following:

- C. No one will be entitled to receive duplicate payments for the same element of loss under this coverage and **PART C** of this policy.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

Under the **Exclusions** provision, Exclusion G. is deleted.

PART F – GENERAL PROVISIONS

Under the **Concealment or Misrepresentation** provision, the following is added:

However, we will provide coverage to such “insured” for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages result from an accident which is otherwise covered under this policy.

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

Unless a claim has been paid by others, payment of loss will be made within 30 days after we reach an agreement with you, a final judgment is entered in court, or an arbitration award is filed with us.

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

This provision does not apply to **PART B – MEDICAL PAYMENTS COVERAGE**.

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

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

2. We may cancel by mailing notice to the Named Insured shown in the Declarations at the address shown in this policy at least 15 days prior to the date cancellation is to take effect.

If this policy is not a renewal or continuation policy and is cancelled within the first 60 days, the cancellation will become effective only on or after the 61st day of the policy period. However, if this policy is cancelled for nonpayment of premium, the cancellation will become effective only on or after the 31st day of the policy period.
3. After this policy has been in effect for more than 90 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) If this is a renewal or continuation policy, during the policy period or the 90 days immediately preceding the last anniversary of the original effective date.
 - c. For any other reason permitted by state law.

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 shown in this policy. Notice will be mailed at least 15 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.

The **Two or More Auto Policies** provision is revised with regard to **PART C** by adding the following:

This policy provision and limitation does not apply to **PART C**, if, when, and as required by South Carolina law, as amended, and as described by the terms under that **PART C**

All other policy provisions apply.