

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – WEST VIRGINIA

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 West Virginia 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. \$25,000 for each accident with respect to “property damage”.

DEFINITIONS

The following definition is added:

“Temporary loaned vehicle” means a vehicle owned by a person, firm or corporation engaged in the “business” of selling, repairing, leasing or servicing motor vehicles, provided such vehicle is:

1. Loaned to you or any “family member” without payment or consideration; and
2. Being used as a temporary substitute while any “antique vehicle” or “classic vehicle” shown in the Declarations or Schedule is out of use because of its breakdown, repair or servicing.

PART A – LIABILITY COVERAGE

Under the **Insuring Agreement**, the following is added:

“Substitute vehicle” means a vehicle owned by a person, firm or corporation engaged in the “business” of renting or leasing motor vehicles and is rented or leased to you or any “family member” for payment or consideration.

“Your covered auto”, as used in this **PART A**, also includes a “substitute vehicle” or a “temporary loaned vehicle”.

Under **Exclusions**, the following changes are made:

Exclusion 1. is replaced by the following:

1. 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 West Virginia Safety Responsibility Law.

Exclusion 5. is replaced by the following:

5. For that “insured’s” liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (5.) does not apply to:
 - a. That “insured’s” liability for “bodily injury” sustained by a passenger who is not charged a fee; or
 - b. A share-the-expense car pool.

Under **Other Insurance**, the following is added:

Any insurance we provide for a “substitute vehicle” will be primary. However, if you or any “family member” purchased liability insurance from such person, firm or corporation engaged in the business of renting or leasing motor vehicles then such insurance will be primary and any insurance we provide under this Policy shall be excess.

Any insurance we provide for a “temporary loaned vehicle” will be primary. However, if you or any “family member” are an employee of a person, firm or corporation engaged in the business of selling, repairing, leasing or servicing motor vehicles and are operating the “temporary loaned vehicle” with the owner’s permission within the course of employment, any insurance we provide shall be excess over any other collectible insurance.

PART B – MEDICAL PAYMENTS COVERAGE

Under **Exclusions**, Exclusion 1. is replaced by the following:

1. Sustained while “occupying” “your covered auto” when it is being used as a public or livery conveyance. This Exclusion 1. does not apply to:
 - a. “Bodily injury” sustained by a passenger who is not charged a fee; or
 - b. A share-the-expense car pool.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

Under the **Insuring Agreement**, the following is added:

“Your covered auto” as used in this **PART D**, also includes a “temporary loaned vehicle”.

For a direct and accidental loss to a “your covered auto” that is a “temporary loaned vehicle” we will provide the broadest coverage applicable to any “your covered auto” shown in the Declarations or Schedule.

The **Limit of Liability** provision is replaced by the following:

LIMIT OF LIABILITY

- A. For “your covered auto” or “your camper trailer” which is not a “temporary loaned vehicle”, we will pay the limit shown under **PART D** in the Declarations or Schedule, which is agreed to be the Guaranteed Value® of “your covered auto” or “your camper trailer”, inclusive of any applicable taxes and fees, in case of a total loss or “constructive total loss”.
- B. For a “your covered auto” which is a “temporary loaned vehicle”, we will pay the actual cash value in case of a total loss or “constructive total loss”.
- C. For all other loss or damage to “your covered auto” which is not a “temporary loaned vehicle”, 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.
- D. For all other loss or damage to “your covered auto” that is a “temporary loaned vehicle”, we will pay the amount necessary to repair or replace the property, whichever is less, provided the property is actually repaired or replaced, but we will not pay more than the actual cash value.

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

PAYMENT OF LOSS

Unless a claim has been paid by others, we will pay any loss covered under this policy within 15 days after we reach agreement with you, entry of a final judgment, or the filing of an appraisal award with us.

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to you or to the address shown in this policy. If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

The right of salvage belongs to us. You may, at your option, purchase the salvage from us. You must advise us of your intent prior to our making payments under the terms of this policy.

Under **Other Insurance**, the following is added:

Any insurance we provide for a “temporary loaned vehicle” will be primary. However, if you or any “family member” are an employee of a person, firm or corporation engaged in the business of selling, repairing, leasing or servicing motor vehicles and are operating the “temporary loaned vehicle” with the owner’s permission within the course of employment, any insurance we provide shall be excess over any other collectible insurance.

The **Appraisal** provision is replaced by the following:

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand, in writing, an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other party of the selected appraiser within twenty days of such demand. The two appraisers will select an umpire. If the appraisers cannot agree upon an umpire within fifteen days, either party may request the selection of an

umpire be made by a judge of a court having jurisdiction. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to in writing by any two will be binding.

B. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

C. We do not waive any of our rights under this policy by agreeing to an appraisal.

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.

Under **Legal Action Against Us**, Paragraph C. is replaced by the following:

- C. Under **PART D**, suit or action must start within two (2) years of the date of loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

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

PAYMENT OF LOSS

Payment of loss, with all your indebtedness to us being first deducted, will be made within 15 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.

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

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

2. If we decide to cancel this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice must be received:
 - a. At least 14 days prior to the date cancellation is to take effect if cancellation is for nonpayment of premium for the policy or any installment of the premium when due; or
 - b. At least 30 days prior to the date cancellation is to take effect in all other cases.

If this policy has been in effect for less than 60 days, our right to cancel the policy is subject to the limitations contained in Article 6B of the West Virginia Insurance Code.

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; or
 - b. If the policy was obtained through material misrepresentation; or
 - c. If you violate any of the material terms and conditions of the policy; or
 - d. If you or any other driver who lives with you or customarily uses "your covered auto":
 - (1) Has had his or her operator's license suspended or revoked during the policy period. However, this provision does not apply if that operator is under the age of 21 and had his or her license suspended for 60 days because of an alcohol concentration in the blood of two hundredths of one percent or more, by weight, but less than eight hundredths of one percent, by weight.
 - (2) Is or becomes subject to epilepsy or heart attacks, and such individual cannot produce a certificate from a physician testifying to his or her ability to operate a motor vehicle; or
 - e. If you or any other driver who lives with you or customarily uses "your covered auto" is convicted of or forfeits bail during the policy period for any of the following:
 - (1) Any felony or assault involving the use of a motor vehicle;
 - (2) Any offense contained within W. VA. Code § 17C-5-1;
 - (3) Operating a motor vehicle while under the influence of intoxicating liquor or any narcotic drug;
 - (4) Leaving the scene of a motor vehicle accident in which that person is involved without reporting as required by law;
 - (5) Theft of a motor vehicle or the unlawful taking of a motor vehicle;
 - (6) Making false statements in an application for motor vehicle operator's license; or
 - (7) Three or more moving violations, committed within a period of twelve months, each of which results in three or more points being assessed on any "insured's" driver's record by the Division of Motor Vehicles, whether or not we renewed the policy without knowledge of all such violations.

However, if the named insured receives a notice of cancellation pursuant to W. VA. CODE § 33-6A-1 and the reason for cancellation is that a driver committed a violation described in Paragraph 3.d.(1) or Paragraphs 3.e.(1) through 3.e.(7), before cancelling this policy the named insured may request that the driver who committed any of these violations be excluded from coverage when that driver is operating "your covered auto". If the named insured makes such a request, we will issue an endorsement to that effect.
 - f. For any other reason permitted by state law.

Nonrenewal is replaced by the following:

Nonrenewal

- 1. As limited by W. Va. Code §33-6A-4, we may nonrenew or not continue this policy for any of the reasons permitted for cancellation.
- 2. If we decide to nonrenew or not continue this policy, we will mail written notice to the named insured at the address shown in the Declarations at least 45 days before the end of the policy period.

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

The **State Law** provision is replaced by the following:

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 **Amendatory Endorsements** provision is deleted.

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, DELIVERY 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;
 2. Delivery network company (DNC). 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 DNC logs on to the DNC’s online-enabled application or platform until that driver logs off of the online-enabled application or platform, or upon delivery of the requested goods, whichever is later; or
 3. 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. Delivery network company (DNC) means a corporation, partnership, sole proprietorship, or other entity that operates in West Virginia and uses a digital network to connect a delivery network company customer to a delivery network driver to provide delivery services.
 3. 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.