

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

## STATE ENDORSEMENT – ALASKA

If the Declarations indicate that this policy provides only **Part D – Coverage For Damage To Your Covered Auto**, the following statement applies:

**THIS POLICY PROVIDES INSURANCE ONLY AGAINST DAMAGE TO THE MOTOR VEHICLE. THIS POLICY DOES NOT INSURE AGAINST BODILY INJURY, DEATH, OR PROPERTY DAMAGE LIABILITY AND DOES NOT SATISFY THE MANDATORY MOTOR VEHICLE LIABILITY INSURANCE REQUIREMENTS OF AS 28.22.011.**

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The following amendment changes the policy and deletes the **Amendatory Endorsements** Provision under **PART F**. Please read your entire policy for full details about your coverages.

Throughout the policy and endorsements attached to it, reference to minimum limits means the following limits of liability as required by Alaska law, to be provided under a policy of automobile liability insurance:

1. \$50,000 for each person, subject to \$100,000 for each accident, with respect to "bodily injury"; and
2. \$25,000 for each accident with respect to "property damage".

### DEFINITIONS

E. "family member" is deleted and replaced by the following:

E. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

The following Definition is added:

"Rental vehicle" means a:

1. Private passenger auto;
2. Pickup or van; or
3. Trailer;

Rented to you or any "family member" from any person or organization licensed under applicable state laws to engage in the "business" of renting vehicles to the public while in the custody of or being operated by you or any "family member". However, a "rental vehicle" does not include any vehicle rented for the regular use of you or any "family member".

### PART A - LIABILITY COVERAGE

The following is added:

"Your covered auto" as used in this Part also includes a "rental vehicle".

### INSURING AGREEMENT

Paragraph A. is deleted and replaced by the following:

- A. 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". 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 our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

### EXCLUSIONS

1. is replaced by:

1. Who intentionally causes "bodily injury" or "property damage".

However, this exclusion does not apply if the loss is caused by an act of domestic violence by another insured and not the insured who is claiming loss. The insured who claims loss must cooperate in any investigation and must not have contributed to the loss.

11. is deleted.

## OUT OF STATE COVERAGE

A.2. is deleted and replaced by the following:

2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage, or higher limits, if purchased under this policy.

## OTHER INSURANCE

The following provision is added:

Any insurance we provide for a "rental vehicle" will be primary insurance, except such insurance will be excess over any coverage an "insured" purchases from the owner of the "rental vehicle".

## PART B — MEDICAL PAYMENTS COVERAGE

### INSURING AGREEMENT

Paragraph B. is deleted and replaced by:

- B. "Insured" as used in this Part means

Any person while "occupying" "your covered auto" or any pedestrian when struck by "your covered auto".

**EXCLUSIONS**, 7.e. deletes 'or terrorism'.

## PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The following is added:

"Your covered auto" as used in this Part also includes a "rental vehicle".

The **Spare Parts** Provision is changed as follows:

The limit is increased from \$250 to \$750, or the amount shown in the Declarations for "Spare Parts".

The following section is added:

### CAR COVERS

We will pay up to \$250 for direct and accidental loss or damage to a car cover or car bra used for "your covered auto". This coverage does not increase the limit of liability for "your covered auto" as stated under **Part D** in the Declarations.

**EXCLUSIONS** are amended as follows:

- A.1. deletes 'insects or vermin' and the following is added:

However, this exclusion does not apply to mold damage that results from a covered loss.

- A.4. deletes the word 'terrorism'.

- A.10. is deleted and replaced by the following:

10. Loss or damage intentionally caused or directed by you or any "family member".

However, this exclusion does not apply if the loss is caused by an act of domestic violence by another insured and not the named insured who is claiming loss. The insured who claims loss must cooperate in any investigation and must not have contributed to the loss.

- A.11. is deleted.

The following exclusion is added:

Loss to, or loss of use of, a "rental vehicle" rented by:

- a. You; or
- b. Any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

**LIMIT OF LIABILITY**

The following provision is added:

No payment will be made under this coverage for loss paid under Property Damage Uninsured/Underinsured Motorists Coverage of this policy or any similar insurance under any other policy.

**OTHER INSURANCE**

The following provision is added:

However, any insurance we provide for a "rental vehicle" will be primary insurance, except any such insurance will be excess over any other coverage an insured purchases from the owner of the "rental vehicle".

The **Appraisal** Provision is deleted and replaced by the following:

**APPRAISAL**

- A. If you and we fail to agree on the amount of loss, either may make written demand upon the other for an appraisal of the loss. In this event, within 10 days of the demand, each party will choose a competent appraiser and will notify the other of the appraiser selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless this time period is extended by the umpire, each appraiser will separately state, in writing, the actual cash value and the amount of loss. If the appraisers submit a written report of an agreement on the actual cash value and the amount of loss to us, that agreement will be binding on you and us. If the appraisers fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding on you and us.
- B. Each party will:
  - 1. Pay its own counsel or adjuster fees; and
  - 2. Bear those other expenses and fees which are incurred as a result of the appraisal as determined by the umpire.
- C. Neither party waives any rights under this policy by agreeing to an appraisal.

**PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

The following is added to B.3.b.:

Such person has the right to have counsel present during any examination taken under oath.

**PART F — GENERAL PROVISIONS**

The **Concealment or Fraud** Provision is deleted and replaced by the following:

**CONCEALMENT OR FRAUD**

We do not provide coverage for any "insured" who has:

- A. made fraudulent statements;
- B. engaged in fraudulent conduct; or
- C. omitted or concealed facts or made incorrect statements;

in connection with the application for insurance or any accident or loss for which coverage is sought under this policy, provided such statements or conduct were material to the acceptance of the risk or the hazard assumed, or we in good faith would not have issued the policy or would have issued it differently, if the true facts had been known.

**LEGAL ACTION AGAINST US,**

C. is deleted and replaced by the following:

- C. Under **Part D**, suit or action must start within 3 years of the date we deny all or part of your claim.

**PAYMENT OF LOSS**

The second paragraph is deleted and replaced by the following:

If we pay a total loss or a "constructive total loss" for any of "your covered auto(s)" shown in the Declarations, 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".

**TERMINATION****A. Cancellation**

2. is deleted and replaced by the following:

2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us:

a. At least 20 days' notice:

(1) If cancellation is for nonpayment of premium; or

(2) If cancellation is for the reasons as listed in Paragraph 3.b.

b. At least 30 days' notice in all other cases.

If you are 70 years of age or older and have made a written request to us, we will also mail notice to your designee.

3.b. adds the following:

However, this Paragraph (b.) shall not apply to revocation of a driver's license of a person due to a non-driving related violation for consuming or possessing alcohol while under the age of 21.

3.c. is deleted and replaced by the following:

c. For any other reason permitted by state law.

**D. Other Termination Provisions, 2. is deleted and replaced by the following:**

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If you or we cancel, we will refund you the pro rata unearned premium.

All other policy provisions apply.