### PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

## STATE ENDORSEMENT – IOWA

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

- 1. \$20,000 for each person, subject to \$40,000 for each accident, with respect to "bodily injury"; and
- 2. \$15,000 for each accident with respect to "property damage".

#### PART F - GENERAL PROVISIONS

#### **LEGAL ACTION AGAINST US**

Paragraph A. is deleted and replaced by the following:

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
  - 1. We agree in writing that the "insured" has an obligation to pay; or
  - 2. The amount of that obligation has been finally determined by judgment after trial. However, if the judgment is returned unsatisfied, the judgment creditor may then maintain legal action against us to the same extent that such "insured" could have enforced their claim against us had the "insured" paid such judgment for the amount of the obligation that does not exceed the limits of applicable coverage under this policy.

#### **PAYMENT OF LOSS**

The second paragraph of the Payment of Loss Provision 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".

#### **OUR RIGHT TO RECOVER PAYMENT**

Paragraph B. is deleted and 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 less reasonable attorneys' fees, costs and expenses incurred by that person in collecting our share of the recovery.

## **TERMINATION**

- A. Cancellation, 2.b. is deleted and replaced by the following:
  - b. At least 30 days' notice in all other cases.
- A. Cancellation, 3. adds the following:

For any other reason permitted by state law.

- B. Nonrenewal is deleted and replaced by the following:
  - 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 address shown in the policy. 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 this policy at each anniversary of its original effective date.

# C. Automatic Termination adds the following:

For the purpose of this provision, similar insurance means any coverage, whether Liability, Medical Payments/No-Fault, Uninsured Motorists, Underinsured Motorists, Other Than Collision or Collision Coverages, even if the scope of that particular coverage or the limits, options, or deductibles you elect with respect to that coverage, are different than that provided under this policy.

The Amendatory Endorsements Provision is deleted.

All other provisions of this policy apply.

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