

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

STATE ENDORSEMENT – UTAH

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

1. If liability coverage under this policy is provided on a single limit basis, \$80,000 for each accident; or
2. If liability coverage under this policy is provided on a split limit basis:
 - a. \$25,000 for each person, subject to \$65,000 for each accident, with respect to bodily injury; and
 - b. \$15,000 for each accident with respect to "property damage".

DEFINITIONS

Definition 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 including those who usually make their home in the same household but temporarily live elsewhere. This includes a ward or foster child.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

Paragraph A. is deleted and replaced by the following:

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 by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

Paragraph C. is added:

- C. "Your covered auto" as used in this Part includes a rental private passenger motor vehicle.

EXCLUSIONS

1. is deleted and 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 financial responsibility law of Utah.

The **Other Insurance** Provision is deleted and replaced by the following:

OTHER INSURANCE

- A. If "your covered auto" is not a rental private passenger motor vehicle, and if there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
- B. If "your covered auto" is a rental private passenger motor vehicle, the following priorities of recovery apply:

FIRST PRIORITY	Any source of recovery purchased by an "insured" for the rental private passenger motor vehicle.
SECOND PRIORITY	Any policy affording Liability Coverage to an "insured" as a named insured or "family member". If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits, up to the minimum limits of liability, as required by the financial responsibility law of Utah.

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PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The following is added to Paragraph A:

Notice to our authorized representative is considered notice to us.

PART F - GENERAL PROVISIONS

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

CONCEALMENT OR FRAUD

No coverage is provided under this policy if, whether before or after a loss, an "insured" has:

- A. Concealed or misrepresented any fact upon which we rely, and that concealment or misrepresentation is either material or made with intent to deceive; or
- B. Concealed or misrepresented any fact and the fact misrepresented contributes to the loss.

LEGAL ACTION AGAINST US

Paragraph C. is deleted and replaced by the following:

- C. Under Part D, suit or action must start within 3 years of the date of loss, but this time period will be extended by the number of days you file your proof of loss with us and the date we deny all or part of your claim.

PAYMENT OF LOSS

Under the **Payment of Loss** Provision, 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".

OUR RIGHT TO RECOVER PAYMENT

The following is added:

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

TERMINATION

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

- 2. We may cancel by mailing by first class mail to the named insured shown in the Declarations at the address last known by us:
 - a. At least 10 days' notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - 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 last known by us. Notice will be mailed by first class mail at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

The **Amendatory Endorsements** Provision is deleted.

All other policy provisions apply.