

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – GEORGIA

The following amendments change the policy. Please read your entire policy for full details about your coverages.

Throughout the policy, minimum limits refers to the following limits of liability, as required by Georgia 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 motor vehicles, provided such vehicle is:

1. Being operated by only you or a "family member"; and
2. You or a "family member" are neither the owner of the vehicle nor an employee of the owner.

PART A - LIABILITY COVERAGE

Under the **Insuring Agreement**, the following is added as Paragraph C:

- C. "Your covered auto", as used in this **PART A**, also includes a "temporary loaned vehicle".

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

Exclusions 1., 5., 6., 7. and 10. are replaced by the following:

We do not provide Liability Coverage for any "insured":

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 Georgia Motor Vehicle Safety Responsibility Act.
5. For that person'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 car pool.
6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing
 - d. Storing; or
 - e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion does not apply to the ownership, maintenance or use of "your covered auto" by:

 - a. You;
 - b. Any "family member"; or
 - c. Any partner, agent or employee of you or any "family member".
7. Maintaining or using "your covered auto" while that person is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion 6. This exclusion does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van that you own; or
- c. "Trailer" used with a vehicle described in a. or b. above.

10. For the ownership, maintenance or use of:

- a. Any motorized vehicle having fewer than four wheels.
- b. Any vehicle, other than "your covered auto", which is:
 - 1) Owned by you; or
 - 2) Furnished or available for your regular use.
- c. Any vehicle, other than "your covered auto", which is:
 - 1) Owned by any "family member", or
 - 2) Furnished or available for the regular use of any "family member".

However, this exclusion does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member", or
- b. Furnished or available for the regular use of a "family member".

The following exclusion is added:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Georgia Motor Vehicle Safety Responsibility Act.

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

Any insurance we provide for a "temporary loaned vehicle" will be on a primary basis.

PART B - MEDICAL PAYMENTS COVERAGE

Under the **Insuring Agreement**, Paragraph B. is replaced by the following:

- B. "Insured", as used in this **PART B**, means:
 - 1. You or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
 - 2. Any other person while "occupying" "your covered auto".

Under the **Exclusions** provision, Exclusions 1., 4. and 6. are replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

- 1. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool.
- 4. Sustained while "occupying", or when struck by, any vehicle other than "your covered auto" which is:
 - a. Owned by you; or
 - b. Owned by any "family member"; or
 - c. Furnished or available for your regular use.
 - d. Furnished or available for the regular use of any "family member".

However, this exclusion does not apply to you.

6. Sustained while "occupying" "your covered auto" when it is being used in the "business" of an "insured". This exclusion does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van that you own; or
 - c. "Trailer" used with a vehicle described in a. or b. above.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

The following is added to Paragraph A.:

The requirement for giving notice of a claim, if not satisfied by the insured within 30 days of the date of the accident, may be satisfied by an injured third party who, as the result of such accident, has a claim against the insured. However, notice of a claim given by an injured third party to an insurer shall be accomplished by mail.

The following is added:

Performance of all policy duties that apply, including notice and cooperation, are conditions of coverage. Failure to give notice, cooperate and/or perform any duty listed here or in the policy can result in a denial of some or all coverage.

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.
4. Any person or party seeking coverage from this policy (or that person's or party's representative) must give prompt notice to us of any accident, loss or lawsuit.

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:

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- 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.

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

RACING

There is no coverage under this policy while "your covered auto" is being prepared for, or being used in a pre-arranged or organized race or speed contest.

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

CONCEALMENT OR FRAUD

We will not pay for any loss or damage if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

Under the **Payment of Loss** provision, the second paragraph is 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".

Under the **Our Right To Recover Payment**, the following changes are made:

With respect to **PART B – MEDICAL PAYMENTS COVERAGE**:

Paragraph A. does not apply.

Paragraph B. is 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 after that person has been fully compensated for damages. However, any reimbursement due to us shall be reduced by our pro rata share of attorney's fees and expenses of litigation incurred in bringing the claim.

With respect to **PART C - UNINSURED MOTORISTS COVERAGE**, the following provision is added:

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

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

Cancellation is replaced by the following:

Cancellation. This policy may be canceled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us or our authorized agent advance notice of cancellation, orally, electronically or in writing, stating a future date on which the policy is to be cancelled.

If you orally request cancellation, we will provide you electronic or written confirmation of the requested cancellation within ten days of your request. We may require written or electronic verification of an oral request for cancellation prior to the cancellation taking effect.

If only your interest is affected, the effective date of the cancellation shall be either the date we receive your notice or the date specified in the notice, whichever is later.

However, if the named insured gives us or our authorized agent advance notice of cancellation, we may waive the requirement that the notice state the future date of cancellation by confirming the date and time of cancellation to the named insured.

If by statute, regulation or contract the policy may not be cancelled unless notice is given to a government agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to you and any third party as soon as practicable after receiving your request for cancellation. Our notice will state the effective date of the cancellation which shall be the later of the following:

- a. Ten days from the date of mailing or delivery of our notice; or
 - b. The effective date of cancellation stated in your notice to us.
- 2. We may cancel by mailing 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) When this policy is in effect for less than 60 days and is not a renewal or continuation policy; or
 - b. At least 30 days' notice in all other cases.

Our right to cancel this policy is subject to the limitations contained in the applicable Georgia Statutes.

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 last known by us. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is other than 1 year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

Our right to nonrenew this policy is subject to the limitations contained in the applicable Georgia Statutes.

Other Termination Provisions is amended as follows:

Paragraph 1. is replaced by the following:

1. We may deliver any notice instead of mailing it. A receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.

The following provision is added:

If we decide to cancel or nonrenew this policy, we will give the same advance notice of cancellation or nonrenewal to the loss payee or other third party stated in the policy as we give to the named insured shown in the Declarations.

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

Under the **Transfer Of Your Interest In This Policy** provision, the following is added:

If a named insured shown in the Declarations terminates their marital relationship, we will continue to provide coverage for the former spouse of the named insured. Coverage applies only:

1. If we are notified of the termination of the marital relationship;
2. If the former spouse was a resident of the same household immediately prior to the termination of the marital relationship; and
3. For the lesser of 90 days or until the end of the policy period.

Under the **Two Or More Auto Policies** provision, the following is added:

1. This provision does not apply to **PART C – UNINSURED MOTORISTS COVERAGE**.
2. No one will be entitled to receive duplicate payments for the same elements of loss under **PART C – UNINSURED MOTORISTS COVERAGE**.

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 **Excess Coverage** and **Our Right To Recompute Premium** provisions are 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.

OUR RIGHT TO RECOMPUTE PREMIUM

We established the premium for this policy based on the statements you made in the application for insurance. We have the right to re-compute the premium if we later obtain information which affects the premium we charged.

The following total policy exclusion is added:

EXCLUSION OF TRANSPORTATION 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; or
 2. 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. 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.