

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF POLICY PROVISIONS – NEVADA

### NOTICE

The contrasting boldface type contained in this endorsement is in compliance with the Nevada statutory requirements that "anti-stacking" provisions be prominently displayed in the policy, binder or endorsement.

#### I. Part A – Liability Coverage

Part A is amended as follows:

##### A. Exclusions B.2. and B.3. are replaced by the following:

**WE DO NOT PROVIDE LIABILITY COVERAGE FOR THE OWNERSHIP, MAINTENANCE OR USE OF:**

##### 2. ANY VEHICLE, OTHER THAN "YOUR COVERED AUTO", WHICH IS:

- a. OWNED BY YOU; OR
- b. FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.

##### 3. ANY VEHICLE, OTHER THAN "YOUR COVERED AUTO", WHICH IS:

- a. OWNED BY ANY "FAMILY MEMBER"; OR
- b. FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY "FAMILY MEMBER".

**HOWEVER, THIS EXCLUSION (B.3.) 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".

##### B. Paragraph A. of the Limit Of Liability Provision is replaced by the following:

#### LIMIT OF LIABILITY

##### A. THE LIMIT OF LIABILITY SHOWN IN THE DECLARATIONS FOR EACH PERSON FOR BODILY INJURY LIABILITY IS OUR MAXIMUM LIMIT OF LIABILITY FOR ALL DAMAGES, INCLUDING DAMAGES FOR CARE, LOSS OF SERVICES OR DEATH, ARISING OUT OF "BODILY INJURY" SUSTAINED BY ANY ONE PERSON IN ANY ONE AUTO ACCIDENT. SUBJECT TO THIS LIMIT FOR EACH PERSON, THE LIMIT OF LIABILITY SHOWN IN THE DECLARATIONS FOR EACH ACCIDENT FOR BODILY INJURY LIABILITY IS OUR MAXIMUM LIMIT OF LIABILITY FOR ALL DAMAGES FOR "BODILY INJURY" RESULTING FROM ANY ONE AUTO ACCIDENT.

THE LIMIT OF LIABILITY SHOWN IN THE DECLARATIONS FOR EACH ACCIDENT FOR PROPERTY DAMAGE LIABILITY IS OUR MAXIMUM LIMIT OF LIABILITY FOR ALL "PROPERTY DAMAGE" RESULTING FROM ANY ONE AUTO ACCIDENT. THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

- 1. "INSUREDS";
- 2. CLAIMS MADE;
- 3. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS; OR
- 4. VEHICLES INVOLVED IN THE AUTO ACCIDENT.

##### C. The "Other Insurance" Provision is replaced by the following:

#### OTHER INSURANCE

If there is other applicable liability insurance:

- 1. Any insurance we provide for a vehicle you own shall be excess to that of a person engaged in the "business" of:
  - a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Delivering;
  - e. Testing;

- f. Road testing;
  - g. Parking; or
  - h. Storing;
- motor vehicles, if the accident occurs while the vehicle is being operated by that person or that person's employee or agent.
2. Except as provided in 3. and 4. below, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.
  3. Any insurance we provide for a vehicle you do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the "business" of:
    - a. Selling;
    - b. Repairing;
    - c. Servicing;
    - d. Delivering;
    - e. Testing;
    - f. Road testing;
    - g. Parking; or
    - h. Storing;

motor vehicles. This applies only if an "insured":

    - a. Is operating the vehicle; and
    - b. Is neither the person engaged in such "business" nor that person's employee or agent.
  4. If the vehicle you do not own is a rental private passenger automobile, the following priorities of recovery apply:

<b>FIRST PRIORITY</b>	Any source of recovery purchased as an option from the owner of the rental private passenger automobile.
<b>SECOND PRIORITY</b>	Any policy affording Liability Coverage to the "insured" as a named insured or "family member".
<b>THIRD PRIORITY</b>	Any policy affording Liability Coverage to the owner of the rental private passenger automobile.

5. 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.

**II. Part B – Medical Payments Coverage**

Part B is amended as follows:

- A. Exclusions 5. and 6. are replaced by the following:

**WE DO NOT PROVIDE MEDICAL PAYMENTS COVERAGE FOR ANY "INSURED" FOR "BODILY INJURY":**

5. **SUSTAINED WHILE "OCCUPYING", OR WHEN STRUCK BY, ANY VEHICLE (OTHER THAN "YOUR COVERED AUTO") WHICH IS:**
  - a. **OWNED BY YOU; OR**
  - b. **FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.**
6. **SUSTAINED WHILE "OCCUPYING", OR WHEN STRUCK BY, ANY VEHICLE (OTHER THAN "YOUR COVERED AUTO") WHICH IS:**
  - a. **OWNED BY ANY "FAMILY MEMBER"; OR**
  - b. **FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY "FAMILY MEMBER".**

**HOWEVER, THIS EXCLUSION (6.) DOES NOT APPLY TO YOU.**

**B.** Paragraph **A.** of the **Limit Of Liability** Provision is replaced by the following:

**LIMIT OF LIABILITY**

**A.** **THE LIMIT OF LIABILITY SHOWN IN THE DECLARATIONS FOR THIS COVERAGE IS OUR MAXIMUM LIMIT OF LIABILITY FOR EACH PERSON INJURED IN ANY ONE ACCIDENT. THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:**

1. "INSUREDS";
2. CLAIMS MADE;
3. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS; OR
4. VEHICLES INVOLVED IN THE ACCIDENT.

**V. Part F – General Provisions**

Part **F** is amended as follows:

**A.** The **Our Right To Recover Payment** Provision is amended as follows:

**OUR RIGHT TO RECOVER PAYMENT**

1. This provision does not apply to Part **B.**
2. Paragraph **A.** is replaced by the following:

**A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this Paragraph **(A.)** do not apply under:

1. Part **D.**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so; and
2. Section **2.** of the definition of "uninsured motor vehicle" under Part **C.**

**B.** The **Termination** Provision is replaced by the following:

**TERMINATION**

**A. Cancellation**

This policy may be cancelled 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 advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing by first class mail or certified 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.
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 your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked.

This must have occurred:

- (1) During the policy period; or
  - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
- c. If the policy was obtained through material misrepresentation.

**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 or certified mail at least 30 days before the end of the policy period. Subject to this notice requirement, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

**C. Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

**D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. This premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

C. The **Two or More Auto Policies** Provision is replaced by the following:

**TWO OR MORE AUTO POLICIES**

**IF THIS POLICY AND ANY OTHER AUTO INSURANCE POLICY ISSUED TO YOU BY US APPLY TO THE SAME ACCIDENT, THE MAXIMUM LIMIT OF OUR LIABILITY UNDER ALL THE POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE SINGLE VEHICLE LIMIT OF LIABILITY UNDER ANY ONE POLICY. THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:**

1. "INSUREDS";
2. CLAIMS MADE;
3. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS; OR
4. VEHICLES INVOLVED IN THE ACCIDENT.

**V. Extended Non-Owned Coverage For Named Individual Endorsement**

If the Extended Non-Owned Coverage For Named Individual Endorsement is attached to this policy, the provisions of the Extended Non-Owned Coverage For Named Individual Endorsement apply, except as follows:

Section III. is replaced by the following:

**III. THIS ENDORSEMENT DOES NOT AFFORD COVERAGE UNDER PART A OR PART B OF THE POLICY FOR ANY ACCIDENT INVOLVING A VEHICLE OWNED BY THE INDIVIDUAL NAMED IN THE SCHEDULE OR BY A MEMBER OF THE SAME HOUSEHOLD, OR ANY ACCIDENT INVOLVING A TEMPORARY SUBSTITUTE VEHICLE FOR SUCH OWNED VEHICLE.**

All other provisions of this policy apply.