



THE HARTFORD ESSENTIAL PERSONAL AUTO AMENDATORY POLICY PROVISIONS - NEVADA

In consideration of the reduced premium charged for this policy, you agreed to the following changes in your Personal Auto Policy.

I. Definitions

A. The following are added to the **Definitions** Section:

Throughout the policy, **minimum limits** refers to the following limits of liability as required by Nevada law, to be provided under a policy of automobile liability insurance:

1. \$15,000 for each person, subject to \$30,000 for each accident, with respect to **bodily injury**; and
2. \$10,000 for each accident with respect to **property damage**.

"Direct Repair Provider" means a vehicle repair facility that is a member of The Hartford's Customer Repair Service Program, **CRSP**.

II. Part A - Liability Coverage

Part A is amended as follows:

INSURING AGREEMENT is replaced by:

INSURING AGREEMENT

A. We will pay compensatory damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the **insured**. 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.

B. **Insured** as used in this Part means:

1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer**.
2. Any person, other than you or any **family member** using **your covered auto** with your express or implied permission.
3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or **trailer**, other than **your covered auto**, any other person or organization but only with respect to legal responsibility for your acts or omissions. This Provision (**B.4.**) applies only if the person or organization does not own or hire the auto or **trailer**.

EXCLUSIONS

Exclusion **A.(10)** is deleted from the policy.

The following **Exclusions** are added:

C. To the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of the state in which **your covered auto** is principally garaged, we do not provide Liability Coverage for any insured while operating a vehicle if that **insured** is a **family member** or other person who is a resident of your household, unless you have notified us before the accident that such **family member** or person is an operator.

This Exclusion (**C.**) does not apply to a **family member** or other person who is a resident of your household who is not eligible to secure a valid driver's license or permit solely due to his or her age.

D. We do not provide Liability Coverage for punitive or exemplary damages.

OTHER INSURANCE

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

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:

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

III. Part C - Uninsured Motorists Coverage

Paragraph C of Part C **Uninsured Motor Vehicle** is replaced by the following:

C. Uninsured motor vehicle means a land motor vehicle or trailer of any type:

- 1. To which no bodily liability bond or policy applies at the time of the accident.
- 2. To which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for **bodily injury** under that bond or policy to an **insured** is not enough to pay the full amount the **insured** is legally entitled to recover as damages.

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. Your or any **family member**;
 - b. A vehicle which you or any **family member** are **occupying**; or
 - c. **Your covered auto**.
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, **uninsured motor vehicle** does not include any vehicle or equipment.

 1. Owned by or furnished or available for the regular use of you or any **family member**.
 2. Owned or operated by a self-insurer under any applicable motor vehicle law, except.
 - a. A self-insurer which is or becomes insolvent; or
 - b. A self-insurer which is a governmental unit or agency.
 3. Operated on rails or crawler treads.
 4. Designed mainly for use off public roads while not on public roads.
 5. While located for use as a residence or premises.

The **ARBITRATION** Provision is replaced by the following:

ARBITRATION

If we and an **insured** do not agree

1. Whether that **insured** is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that **insured**;

From the owner or operator of an **uninsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

The **insured** may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrators will not be binding.

IV. Part D - Coverage For Damage To Your Auto

INSURING AGREEMENT is amended by:

INSURING AGREEMENT paragraph **D.** is added.

- D. We will pay for direct and accidental damage from other than **collision** or **collision** to **your covered auto** subject to the following provisions:
 1. you have agreed to have **your covered auto** repaired by a **Direct Repair Provider**; and
 2. if repair of **your covered auto** is completed by a repair provider other than one approved by us to be a **Direct Repair Provider**, we will pay only the amount **our Direct Repair Provider** would charge for repair.

The **LIMIT OF LIABILITY** is replaced by:

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
1. **Actual cash value** of the stolen or damaged property; or
 2. Amount necessary to repair or replace your covered auto, non-owned auto, or covered equipment with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any **non-owned auto** which is a trailer is \$500.
 2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000.
- B. In the event of a total loss, an adjustment will be made in determining actual cash value for:
1. Depreciation and physical condition; and
 2. Retained salvage value.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

V. Part E - Duties After An Accident Or Loss

Part E is replaced by the following:

DUTIES AFTER AN ACCIDENT OR LOSS

If an accident or loss occurs, we have no duty to provide coverage under this policy if the failure to comply with any of the following duties is prejudicial to us:

- A. We must be notified within twenty-four (24) hours or as soon as practicable of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath outside the presence of other interested persons or parties and subscribe the same.
 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 5. Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
1. Notify the police within 24 hours if a hit-and-run driver is involved.
 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage For Damage To Your Auto must also:
1. Take reasonable steps after loss to protect **your covered auto** or any **non-owned auto** and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

VI. PART F - GENERAL PROVISIONS

The **Termination** Provision is amended as follows:

TERMINATION

A. **Cancellation** is replaced by the following:

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 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 know 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.

Nothing in this endorsement shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.