

AMENDMENT OF POLICY PROVISIONS NEVADA

Notice: The sections in this policy printed in italics and underlined, identify coverages that cannot be added together ("stacked") with coverages on other vehicles or under other policies, regardless of the number of vehicles insured, the number of policies or whether there are different insurers providing coverage.

This Amendment forms a part of the auto policy to which it is attached, and it modifies that policy as follows:

DEFINITIONS

Definition I., temporary substitute vehicle, is deleted.

The following definitions are revised:

A. **You** and **your** refer to the "named insured" shown on the Declarations and:

- a. spouse; or
- b. a domestic partner under Nevada law;

if a resident of the same household. Throughout this policy, when the word "spouse" is used, it also refers to a domestic partner under Nevada law.

E. **Family member** means a person related to **you** by blood, marriage, domestic partnership under Nevada law, or adoption who is a residence of **your** household. This includes a ward or foster child.

F. **Miscellaneous vehicle** means the following motorized vehicles: motor home; golf cart; snowmobile; all-terrain vehicle; or dune buggy.

L. **Your covered auto** means:

- 1. Any vehicle shown on the Declarations.
- 2. Any **newly acquired vehicle**.
- 3. Any **trailer you** own.

The following definitions are added:

M. **Driving contest or challenge** includes, but is not limited to:

- 1. A competition against other people, vehicles, or time; or
- 2. An activity that challenges the speed or handling characteristics of a vehicle, or improves or demonstrates driving skills, provided the activity occurs on a track or course that is closed from non-participants.

N. **Fungi** means any type or form of fungi, including mold or mildew, and includes any mycotoxins, spores, scents, or byproducts produced or released by fungi.

O. **Motorcycle** means a two- or three-wheeled motor vehicle that is subject to motor vehicle licensing in the location where the **motorcycle** is principally garaged.

P. **Newly acquired vehicle**.

- 1. **Newly acquired vehicle** means a vehicle, not insured under another policy, that is acquired by **you** or any **family member** during the policy period and is:

- a. A private passenger auto, pickup, or van;
 - b. A **miscellaneous vehicle** that is not used in any business or occupation; or
 - c. A **motorcycle**, but only if a **motorcycle** is shown on the current Declarations.
2. We will automatically provide for the **newly acquired vehicle** the broadest coverages as are provided for any vehicle shown on the Declarations. If **your** policy does not provide Comprehensive Coverage or Collision Coverage, **we** will automatically provide these coverages for the **newly acquired vehicle** subject to a \$250 deductible for each loss.
 3. Any automatic provision of coverage under P.2. will apply for up to 30 days after the date **you** or a **family member** becomes the owner of the **newly acquired vehicle**. If **you** wish to continue coverage for the **newly acquired vehicle** beyond this 30-day period, **you** must request it during this 30-day period, and **we** must agree to provide the coverage **you** request for this vehicle. If **you** request coverage after this 30-day period, any coverage that **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.
 4. **You** must pay an additional premium, as set out in Part E, Changes, B.3., for any coverage **we** provide under P.2. or P.3. above.

PART A - LIABILITY COVERAGE

EXCLUSIONS

Exclusion B.4. is revised as follows:

4. Any vehicle while being operated in, or in practice for, any **driving contest or challenge**.

The following exclusion is added:

- C. **We** do not provide Liability Coverage for **BI** sustained as a result of exposure to **fungi**, wet or dry rot, or bacteria.

OTHER INSURANCE

The **Other Insurance** provision is amended as follows:

2. Any vehicle **you** do not own except:
 - a. A temporary substitute vehicle loaned to **you** by an **auto business** while that business is repairing or servicing your **covered auto**. This applies only if a **covered person** is operating the vehicle; and is neither the person engaged in such business nor that person's employee or agent.

PART B - MEDICAL PAYMENTS COVERAGE

DEFINITIONS

Definitions A., Air Bag, and H., Seat Belt, are deleted.

INSURING AGREEMENT

Paragraph A. of the Insuring Agreement is replaced in its entirety by the following:

- A. Medical Payments Coverage.

1. **We** will pay only the **reasonable fee for medically necessary and appropriate medical services** and the reasonable expense for funeral services. These fees and expenses must:
 - a. Result from **BI** sustained by a **covered person** in an auto accident; and

- b. Be incurred for services rendered within one year of the date of the auto accident.
- 2. We or someone on our behalf will review, by audit or otherwise, claims for benefits under this coverage to determine if the charges are **reasonable fees for medically necessary and appropriate services** or reasonable expenses for funeral services. A provider of medical or funeral services may charge more than the amount we determine to be **reasonable fees** and reasonable expenses, but such additional charges are not covered.

Paragraph B., Air Bag and Seat Belt Benefits, is deleted.

Paragraph C. 3. of the Insuring Agreement is revised as follows:

- C. Extended Benefits Coverage.
 - 3. Death Benefit of \$5,000 to the beneficiary of a covered person who dies within three years from the date of the auto accident as a direct result of BI caused by that accident.

LIMIT OF LIABILITY

Paragraph B. is deleted.

EXCLUSIONS

Exclusion 11. is revised as follows:

- 11. Sustained while a participant in, or in practice for, any **driving contest or challenge**.

The following exclusion is added:

- 12. Sustained as a result of a **covered person's** exposure to **fungi**, wet or dry rot, or bacteria.

OTHER INSURANCE

The Other Insurance section is replaced in its entirety by the following:

If there is other applicable auto medical payments 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. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

CONDITIONS

The Conditions section is deleted in its entirety.

ARBITRATION

The Arbitration section is deleted in its entirety.

PART C - UNINSURED MOTORISTS COVERAGE (referred to as UM)

Part C. is replaced in its entirety.

DEFINITIONS

A. **Covered person** as used in this Part means:

- 1. **You** or any **family member**.
- 2. Any other person **occupying your covered** auto.

- 3. Any person for damages that person is entitled to recover because of **BI** to which this coverage applies sustained by a person described in 1. or 2. above.

However, the definition of a **covered person** does not include the Government of the United States of America.

B. **Uninsured motor vehicle** means a land motor vehicle or **trailer** of any type.

- 1. To which no liability bond or policy applies at the time of the accident.

2. To which a liability bond or policy applies at the time of the accident but its limit for bodily injury liability is not enough to pay the full amount the **covered person** is legally entitled to recover as damages. This provision also applies to vehicles owned or operated by a self-insurer under any applicable motor vehicle law; or owned by any governmental unit or agency.
3. That is a hit-and-run motor vehicle. This means a motor vehicle whose owner or operator cannot be identified and that hits:
 - a. **You** or any **family member**.
 - b. A vehicle **you** or any family member are **occupying**; or
 - c. **Your covered auto**.
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company denies coverage or is or becomes insolvent.

C. **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. Operated on rails or crawler treads, except for a snowmobile.
3. Designed mainly for use off public roads while not on public roads.
4. While located for use as a residence or premises.

INSURING AGREEMENT

We will pay compensatory damages which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **BI** sustained by a **covered person** and caused by an auto accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**. Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.

LIMIT OF LIABILITY

A. For BI sustained by any one person in any one auto accident, our maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, is the limit of liability shown on the Declarations under any one vehicle for UM Coverage for "each person", whichever is applicable. Subject to this limit for "each person", the limit of liability shown on the Declarations for "each accident" for UM Coverage is our maximum limit of liability for all damages for BI resulting from any one accident. These limits are the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown on the Declarations;
4. Premiums paid; or
5. Vehicles involved in the accident.

B. Any amounts otherwise payable for damages under the UM Coverage shall be reduced by the greater of all sums:

1. Paid because of the **BI** by or on behalf of persons or organizations who may be legally responsible or the persons' or organizations' **BI** Coverage limits. This includes all sums paid under Part A, Part C; and
2. Paid or payable because of the **BI** under any of the following or similar law:

- a. Workers' compensation or similar disability insurance law; or
- b. Private disability benefits or insurance.

- D. UM Coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation law or similar disability benefits law.

EXCLUSIONS

- A. We do not provide UM Coverage for **BI** sustained by any **covered person** if that person or the legal representative settles the **BI** claim without **our** consent. However, this exclusion (A.) does not apply to a settlement made with the insurer of a vehicle described in Section B.2 of the definition of **uninsured motor vehicle**.
- B. We do not provide UM Coverage for BI sustained by any covered person while occupying, or when struck by, any motor vehicle owned by you or any family member which is not insured for UM under this policy. This includes a trailer of any type used with that vehicle. However, this exclusion applies only to the extent that the limits of liability for this coverage exceed the limits of liability required by the Nevada Motor Vehicle Insurance and Financial Responsibility Act.
- C. We do not provide UM Coverage for **BI** sustained by any **covered person**:
 - 1. While **occupying your covered auto** when it is being used to carry persons for a fee. This exclusion (C.1) does not apply to a share-the-expense car pool.
 - 2. Using a vehicle without expressed or implied permission.
 - 3. While **your covered auto** is rented or leased to others.
 - 4. While **occupying** any vehicle when it is being operated in, or in practice for, any **driving contest or challenge**.

- E. We do not provide UM Coverage for punitive or exemplary damages.

OTHER INSURANCE

If there is other applicable insurance for UM Coverage available under one or more policies or provisions of coverage:

1. Any recovery for damage under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance **we** provide with respect to a vehicle **you** do not own or to a person other than **you** or a **family member** will be excess over any collectible insurance.
3. If the coverage under this policy is provided:
 - a. On a primary basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability of coverage provided on an excess basis.

NON-DUPLICATION

No **covered person** will be entitled to receive duplicate payments under this coverage for the same elements of loss which were:

- A. Paid because of the **BI** by or on behalf of persons or organizations who may be legally responsible.

- B. Paid or payable under any workers' compensation or similar disability law or private disability benefits or insurance.
- C. Paid under another provision or coverage in this policy.

ARBITRATION

The Arbitration section is deleted in its entirety.

PART E - GENERAL PROVISIONS

AIR BAG

The Air Bag section is deleted in its entirety.

CHANGES

Paragraph B. is revised as follows:

- B. If, during the policy period, the risk exposure changes for any of the following reasons, **we** will make the necessary premium adjustments effective the date of change in exposure. Change in exposure means the occurrence of an event listed in B.1. through B.7. or in E. below, or a similar event that may increase or decrease the policy premium. **You** agree to give **us** notice of any exposure change as soon as is reasonably possible. Changes that may result in a premium adjustment include, but are not limited to, the following:

1. Change in location where any vehicle is garaged.
2. Change in description, equipment, purchase date, registration, cost, usage, miles driven annually, or operators of any vehicle.
3. Replacement or addition of any vehicle. A replacement or additional vehicle is a **newly acquired vehicle**. **You** must pay the application premium for the **newly acquired vehicle** beginning on the date **you** or a family member becomes the owner of the vehicle. See DEFINITIONS - **newly acquired vehicle**.

4. Deletion of a vehicle. The named insured may request that a vehicle shown on the Declarations be deleted from this policy. The effective date of this change cannot be earlier than the date of the named insured's request unless **we** agree to an earlier date.
5. Change in date of birth, marital status, driver's license information, or driving record of any operator.
6. Addition or deletion of an operator.
7. Change, addition, or deletion of any coverage or limits.

The following paragraph is added:

- E. Deployment
 1. If, because of **your** active-duty deployment in one of the military services of the United States, **you** have reduced the coverage on **your covered auto** and placed the vehicle in storage, then, upon **your** return, from the deployment, we will automatically reinstate the coverage that was on the vehicle prior to the deployment-caused reduction.

2. Any automatic reinstatement of coverage under E.1. will apply for up to 60 days after the date **you** returned from deployment. If **you** wish to continue the reinstated coverage beyond the 60-day period, **you** must request it during the 60-day period. If **you** request reinstated coverage after this 60-day period, any coverage **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.
3. **You** must pay an additional premium, as set out in Part E., Changes, B.7., for the reinstated coverage.

OWNERSHIP

The Ownership section is replaced in its entirety by the following:

For purposes of this policy, a vehicle is deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six months.

The following section is added:

SPOUSE ACCESS

The named insured and **we** agree that the named insured and resident spouse are "customers" for purposes of state and federal privacy laws. The resident spouse will have access to the same information available to the named insured and may initiate the same transactions as the named insured.

The named insured may notify **us** that he/she no longer agrees that the resident spouse shall be treated as a "customer" for purposes of state and federal privacy laws, and **we** will not permit the resident spouse to access policy information.

TERMINATION

Paragraph A.1. is revised as follows:

- A. Cancellation. This policy may be cancelled during the policy period as follows:
 1. **You** may cancel the policy at any time, but the effective date of cancellation cannot be earlier than the date of the request unless **we** agree to an earlier date.