



AMENDMENT OF POLICY PROVISIONS - NEVADA

AS 2149 04 11
(PP 01 82 01 10)

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 THIS COVERAGE IS OUR MAXIMUM LIMIT OF LIABILITY FOR ALL DAMAGES 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 amended to read as follows:

OTHER INSURANCE

If there is other applicable liability insurance:

1. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, 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.**

2. 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;**
- e. Testing;**
- f. Road testing;**

- c. Servicing;
- d. Delivering;
- 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.

- 3. 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.**

III. PART C - UNINSURED MOTORISTS COVERAGE

Part C is amended as follows:

- A. The following is added to paragraph A. of the **Insuring Agreement**:

With respect to coverage under Section 2. of the definition of "uninsured motor vehicle", we will pay compensatory damages only in excess of the amount available to an "insured" under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle".

- B. Section 2. of the definition of "uninsured motor vehicle" is replaced by the following:

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

- 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.

- C. The exceptions to the definition of "uninsured motor vehicle" are replaced by the following:

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.

- D. Exclusion A. is replaced by the following:

- A. WE DO NOT PROVIDE UNINSURED MOTORISTS COVERAGE FOR "BODILY INJURY" SUSTAINED:**
1. BY AN "INSURED" WHILE "OCCUPYING", OR WHEN STRUCK BY, ANY MOTOR VEHICLE OWNED BY THAT "INSURED" WHICH IS NOT INSURED FOR THIS COVERAGE UNDER THIS POLICY. THIS INCLUDES A TRAILER OF ANY TYPE USED WITH THAT VEHICLE.
 2. BY ANY "FAMILY MEMBER" WHILE "OCCUPYING", OR WHEN STRUCK BY, ANY MOTOR VEHICLE YOU OWN WHICH IS INSURED FOR THIS COVERAGE ON A PRIMARY BASIS UNDER ANY OTHER POLICY.
- 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 SAFETY RESPONSIBILITY ACT.**
- E.** Exclusion **B.1.** is replaced by the following:
- B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" claim without our consent. However, this exclusion (**B.1.**) does not apply to a settlement made with the insurer of a vehicle described in Section 2. of the definition of "uninsured motor vehicle".
- F.** The following Exclusion is added:
We will not pay compensatory damages to the extent that amounts are or were available to an "insured" under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle". This exclusion only applies with respect to a vehicle described in Section 2. of the definition of "uninsured motor vehicle".
- G.** 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 ALL DAMAGES RESULTING FROM 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.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A** or Part **B** of this policy.
- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- H.** The Other Insurance provision is replaced by the following:
- OTHER INSURANCE**
IF THERE IS OTHER APPLICABLE INSURANCE AVAILABLE UNDER ONE OR MORE POLICIES OR PROVISIONS OF COVERAGE:
1. **ANY RECOVERY FOR DAMAGES 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 shall be excess over any collectible

providing coverage on a primary basis.

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 for coverage provided on an excess basis.

I. 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 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 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 verbal or 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. If the policy period is:
1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
 2. 1 year or longer, 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.

E. The Transfer Of Your Interest In This Policy Provision is replaced by the following:

Transfer Of Your Interest In This Policy

- A.** Your rights and duties under this policy may not be assigned without our written consent.

However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving:
 - a. Spouse; or
 - b. Party who has entered into a domestic partnership with the named insured recognized under Nevada law; if resident in the same household at the time of death. Coverage applies to the spouse or party who has entered into a domestic partnership with the named insured as if a named insured shown in the Declarations; and

2. The legal representative of the Deceased person as if a named Insured shown in the Declarations. This applies only with respect to the representatives legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until 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.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.