

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

## Nevada Amendatory Endorsement - AU14447-3

I. In the General Section the following changes are made:

- A. The **When And Where The Policy Applies** provision is replaced by the following:

### When And Where The Policy Applies

Your policy applies only during the policy period. During this time, it applies to covered losses to the **auto**, accidents, and occurrences within the United States of America, its territories or possessions, or Canada, or between their ports. The policy period is shown on the Policy Declarations.

- B. The **Termination** provision is deleted.

II. In **Part 1—Automobile Liability Insurance—Coverages AA and BB** the **Financial Responsibility** provision is replaced by the following:

### Financial Responsibility

When this policy is certified as proof under any motor vehicle financial responsibility law, this policy will comply with the provisions of that law. **We** will not void the first \$15,000 of bodily injury liability per person, \$30,000 of bodily injury liability per accident and \$10,000 of property damage liability per accident.

III. In **Part 5—Uninsured Motorist Insurance—Coverage SS** the **If We Cannot Agree** provision is replaced by the following:

### If We Cannot Agree

If the insured person and **we** do not agree on that person's right to receive damages or on the amount, then upon mutual consent, the disagreement will be settled by arbitration.

If the insured person and **we** do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction. The arbitrators will not have the power to decide any dispute regarding the nature or the amount of coverage provided by the policy or claims for damages outside the terms of the policy, including, but not limited

to, claims for bad faith, fraud, misrepresentation, punitive or exemplary damages, attorney fees and/or interest. Arbitration will take place under the rules of the American Arbitration Association.

If either party objects to the use of the rules of the American Arbitration Association, the following alternative method of arbitration will be used. The insured person will select one arbitrator. **We** will select another. The two arbitrators will select a third. If they can't agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint the third arbitrator. The written agreement of any two arbitrators will determine the issues. The insured person will pay the arbitrator that person selects. **We** will pay the one **we** select. The expenses of the third arbitrator and all other expenses of arbitration will be shared equally. However, attorney fees and fees paid to medical and other expert witnesses are not considered arbitration expenses. These costs will be paid by the party incurring them.

IV. In **Part 6—Protection Against Loss To The Auto**, the following changes are made:

- A. Under **Exclusions—What Is Not Covered**, exclusion 2. is replaced with the following:

2. property damage arising out of the use of:
  - a) any **auto** an insured person is driving while available for hire by the public; or
  - b) any **auto** used for the transportation of people or property for a fee.

This exclusion does not apply to shared-expense car pools.

- B. The **LIMITS OF LIABILITY** provision is replaced by the following:

### LIMITS OF LIABILITY

**OUR LIMIT OF LIABILITY IS THE LEAST OF:**

1. THE ACTUAL CASH VALUE OF THE PROPERTY OR PART OF ITS PHYSICAL CONDITION AT THE TIME OF LOSS, WHICH MAY INCLUDE A DEDUCTION FOR DEPRECIATION;
2. THE COST TO REPAIR OR REPLACE THE PROPERTY OR PART OF ITS PHYSICAL CONDITION AT THE TIME OF LOSS USING PARTS PRODUCED BY OR FOR THE VEHICLE'S

MANUFACTURER, OR PARTS FROM OTHER SOURCES, INCLUDING, BUT NOT LIMITED TO, NONORIGINAL EQUIPMENT MANUFACTURERS, SUBJECT TO APPLICABLE STATE LAWS AND REGULATIONS;

3. THE LIMIT OF LIABILITY SHOWN ON THE POLICY DECLARATIONS APPLICABLE TO THE DAMAGED PROPERTY; OR
4. \$500, IF THE LOSS IS TO A COVERED TRAILER NOT DESCRIBED ON THE POLICY DECLARATIONS.

ANY APPLICABLE DEDUCTIBLE AMOUNT IS THEN SUBTRACTED.

IF **WE**, AT **OUR** OPTION, ELECT TO PAY FOR THE COST TO REPAIR OR REPLACE THE PROPERTY OR PART, **OUR** LIABILITY DOES NOT INCLUDE ANY DECREASE IN THE PROPERTY'S VALUE, HOWEVER MEASURED, RESULTING FROM THE LOSS AND/OR REPAIR OR REPLACEMENT. IF REPAIR OR REPLACEMENT RESULTS IN THE BETTERMENT OF THE PROPERTY OR PART, **YOU** MAY BE RESPONSIBLE, SUBJECT TO APPLICABLE STATE LAWS AND REGULATIONS, FOR THE AMOUNT OF THE BETTERMENT.

AN **AUTO** AND ATTACHED TRAILER ARE CONSIDERED SEPARATE **AUTOS**, AND **YOU** MUST PAY THE DEDUCTIBLE, IF ANY, ON EACH. ONLY ONE DEDUCTIBLE WILL APPLY TO AN **AUTO** WITH A MOUNTED **CAMPER UNIT**. IF UNMOUNTED, A SEPARATE DEDUCTIBLE WILL APPLY TO THE **AUTO** AND **CAMPER UNIT**.

All other policy terms and conditions apply.