

# Required Coverages and Amendments

## AMENDMENT OF MOTOR VEHICLE PROVISIONS - NEVADA

### SPECIAL VALUE

#### 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.

#### DEFINITIONS

Definition **2. Automobile** is replaced by:

- 2. Automobile** means:
- a. A private passenger car;
  - b. A pickup or van that:
    - (1) Has a Gross Vehicle Weight of less than 14,000 lbs.; and
    - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
      - (a) Incidental to your business of installing, maintaining or repairing furnishings or equipment; or
      - (b) For farming or ranching.

For the purposes of this policy, an **automobile** shall be 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 term **automobile** does not include a motor home.

Definition **8. Custom** is replaced by:

- 8. Custom** means equipment, devices, accessories, enhancements, and changes,

other than those offered by the manufacturer of the vehicle specifically for that model, or installed by the vehicle dealership when new or offered for sale as "used" as part of the original sale.

#### PERSONAL LIABILITY - MOTOR VEHICLE

##### LIMIT OF LIABILITY

The following provision is added:

##### 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 \$25,000 of **bodily injury** liability per person, \$50,000 of **bodily injury** liability per accident and \$20,000 of **property damage** liability per **accident**.

##### LOSSES WE DO NOT COVER

Exclusion **5.** is replaced by:

- 5.** Liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a charge, or while it is available for hire by the public. This exclusion does not apply to shared-expense car pools.

Under exclusion **9.**, item e. is replaced by:

- e. A **non-owned automobile** or non-owned trailer used by you or a **family member** with the reasonable belief that such person is entitled to do so.

Under exclusion **9.**, item f. is replaced by:

- f. A **motor vehicle** which is owned by, or furnished or available for the regular use

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of, a **family member** and not shown on the Coverage Summary while being used by:

- (1) You; or
- (2) Any **family member** who does not own such vehicle and for which such vehicle is not furnished or available for regular use.

The following exclusion is added:

16. Use of a **motor vehicle** while it is being used in a car sharing or similar type of program in which the vehicle is shared, rented or leased to others for a fee. This exclusion does not apply to a shared-expense car pool.

The **SUIT AGAINST US** provision is replaced by:

## **ACTION AGAINST US**

No one may bring action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **PERSONAL LIABILITY - MOTOR VEHICLE**, unless there is full compliance with all Segment and Policy Introduction terms and such action is commenced no later than the last of the following to occur:

1. One year after the date of the **accident**,
2. One year after entry of final judgment or other court order terminating a lawsuit against the **covered person** to determine the **covered person's** liability or the amount of the **covered person's** liability arising out of the **accident**,
3. One year after we agree to a settlement; or
4. If we have denied coverage and the **covered person** has thereafter settled with the claimant without any lawsuit being filed to determine the **covered person's** liability or the amount of the **covered person's**

liability arising out of the **accident**, within one year after the denial of coverage.

If the **covered person** is subjected to claims arising out of the same **accident** by more than one person claiming **bodily injury** or **property damage**, the time for the **covered person** to bring an action against us shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the **covered person**.

If liability has been determined by judgment after trial, or by written agreement among the **covered person**, the other person, and us, then whoever obtains this judgment or agreement against a **covered person** may sue us up to the limits of this Segment. However, no one has the right to join us in a suit to determine legal responsibility of a **covered person**.

## **MEDICAL EXPENSE - MOTOR VEHICLE**

The **INSURING AGREEMENT** is replaced by:

### **INSURING AGREEMENT**

We will pay **medical expenses** incurred or medically ascertained within three years from the date of the **accident** except as excluded by the provisions listed in the **MEDICAL EXPENSE - LOSSES WE DO NOT COVER. MEDICAL EXPENSE - MOTOR VEHICLES** applies to **bodily injury** caused by a **motor vehicle accident** and sustained by a **covered person**.

### **LOSSES WE DO NOT COVER**

Exclusion 3. is replaced by:

3. Sustained while **occupying** a vehicle while it is being used by a **covered person** to carry persons for a charge or while the vehicle is available for hire by the public to carry persons and is being operated by a **covered person**. This exclusion does not apply to shared-expense car pools.

The following exclusion is added:

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13. Sustained while a covered **motor vehicle** is being used in a car sharing or similar type of program in which the vehicle is shared, rented or leased to others for a fee. This exclusion does not apply to a shared-expense car pool.

The **SUIT AGAINST US** provision is replaced by:

## **ACTION AGAINST US**

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **MEDICAL EXPENSE - MOTOR VEHICLE**, unless there is full compliance with all Segment and Policy Introduction terms and such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred by the **covered person**.

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

## **LIMIT OF LIABILITY**

Our limit of liability for a covered loss will be the lesser of:

1. The actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation; or
2. The cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the **motor vehicle's** manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to applicable state laws and regulations.

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.

## **PHYSICAL DAMAGE LOSSES WE DO NOT COVER**

Exclusion 6. is replaced by:

6. Loss to any vehicle which occurs while it is being used to carry persons or property for a charge, or while it is available for hire by the public. This exclusion does not apply to shared-expense car pools.

Exclusion 8. is replaced by:

8. Loss or damage to any **custom** furnishings or equipment in or upon any vehicle shown on the Coverage Summary, unless the Coverage Summary indicates that Customization Coverage is provided for that vehicle.

The following exclusion is added:

16. Loss to a covered **motor vehicle** which occurs while it is being used in a car sharing or similar type of program in which the vehicle is shared, rented or leased to others for a fee. This exclusion does not apply to a shared-expense car pool.

## **HOW WE SETTLE PHYSICAL DAMAGE CLAIMS AND WHAT YOU MUST DO**

Provision 6. **Suit Against Us** is replaced by:

### **6. Action Against Us**

No one may bring action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **PHYSICAL DAMAGE - MOTOR VEHICLE**, unless there is full compliance with all Segment and Policy Introduction terms and such action is

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commenced within one year after the date of loss.

## GENERAL PROVISIONS - MOTOR VEHICLE

The title of provision a. **LOSS PAYABLE CLAUSE**, is replaced by **11. LOSS PAYABLE CLAUSE**.

The title of provision b. **THE LAW**, is replaced by **12. THE LAW**.

The title of provision c. **SUBROGATION**, is replaced by **13. SUBROGATION**.

The title of provision d. **CHANGES DURING THE POLICY PERIOD**, is replaced by **14. CHANGES DURING THE POLICY PERIOD**.

The title of provision e. **TWO OR MORE MOTOR VEHICLE POLICIES** is replaced by **15. TWO OR MORE MOTOR VEHICLE POLICIES**.

The title of provision f. **CONDITIONAL REINSTATEMENT** is replaced by **16. CONDITIONAL REINSTATEMENT**.

Provision g. **ACTION AGAINST US** is replaced by:

### 17. ACTION AGAINST US

No one may bring an action against us unless there has been full compliance with all Segment and Policy Introduction terms.

Any action against us to which no **ACTION AGAINST US** provision located in **PERSONAL LIABILITY - MOTOR VEHICLE, MEDICAL EXPENSE - MOTOR VEHICLE** or **PHYSICAL DAMAGE - MOTOR VEHICLE** applies must be commenced within one year of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this Segment, the claims relating to each coverage shall be treated as

if they were separate actions for the purpose of the time limit to commence action.

Provision h. **ARBITRATION** is replaced by:

### 18. ARBITRATION

Any claim or dispute in any way related to this Segment or Policy Introduction, by a **covered person** against us or us against a **covered person**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- a. No arbitrator shall have the authority to award punitive damages or attorney's fees;
- b. Neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

This provision shall not apply to claims or disputes to which the **UNINSURED/UNDERINSURED MOTORISTS COVERAGE - ARBITRATION** provision applies.

Provision i. **WHAT LAW WILL APPLY** is replaced by:

### 19. WHAT LAW WILL APPLY

This Segment and Policy Introduction is issued in accordance with the laws of the state in which the **motor vehicle** is principally garaged and covers property or risks principally located in the state in which the **motor vehicle** is principally garaged. Subject to the following paragraph, any and all claims or disputes in any way related to this Segment or Policy Introduction shall be

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governed by the laws of the state in which the **motor vehicle** is principally garaged.

If a covered loss to the **motor vehicle**, a covered **motor vehicle accident**, or any other occurrence for which coverage applies under this Segment or Policy Introduction happens outside the state in which the **motor vehicle** is principally garaged, claims or disputes regarding that covered loss to the **motor vehicle**, covered **motor vehicle accident**, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the **motor vehicle**, covered **motor vehicle accident**, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Provision j. **WHERE LAWSUITS MAY BE BROUGHT** is replaced by:

## 20. WHERE LAWSUITS MAY BE BROUGHT

Subject to the following two paragraphs, any and all lawsuits in any way related to this Segment and Policy Introduction shall be brought, heard, and decided only in a state or federal court located in the state in which the **motor vehicle** is principally garaged. Any and all lawsuits against persons not parties to this Segment or Policy Introduction but involved in the sale, administration, performance, or alleged breach of this Segment or Policy Introduction, or otherwise related to this Segment or Policy Introduction, shall be brought, heard, and decided only in a state or federal court located in the state in which the **motor vehicle** is principally garaged, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to the **motor vehicle**, a covered **motor vehicle accident**, or any other occurrence for which coverage applies under this Segment or Policy Introduction

happens outside the state in which the **motor vehicle** is principally garaged, lawsuits regarding that covered loss to the **motor vehicle**, covered **motor vehicle accident**, or other covered occurrence may also be brought in the judicial district where that covered loss to the **motor vehicle**, covered **motor vehicle accident**, or other covered occurrence happened.

Nothing in this provision, **WHERE LAWSUITS MAY BE BROUGHT**, shall impair any party's right to remove a state court lawsuit to a federal court.

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