

Required Coverages and Amendments

AMENDMENT OF MOTOR VEHICLE PROVISIONS - NEVADA

This amendment applies to the **ELITE - MOTOR VEHICLE, DELUXE - MOTOR VEHICLE** and **SPECIAL - MOTOR VEHICLE**. Unless otherwise specified, changes apply to all of these Segments.

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.

Under definition **3. Bodily Injury**, the following is added:

Bodily injury does not include, in whole or in part, arises out of, is aggravated by or results from biological irritants, contaminants or spores including but not limited to mold or fungus.

Under definition **6. Comprehensive**, the following is added:

Comprehensive does not include loss consisting of, resulting from, arising out of or in any way caused by biological irritants, contaminants or spores - including but not limited to mold or fungus.

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.

Under definition **11. Motor Vehicle**, the following is added:

For the purposes of this policy, a **motor vehicle** 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.

PERSONAL LIABILITY - LIMIT OF LIABILITY is replaced by:

PERSONAL LIABILITY - LIMIT OF LIABILITY

- 1. PERSONAL LIABILITY - THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "BODILY INJURY EACH PERSON" IS OUR TOTAL LIMIT OF LIABILITY FOR DAMAGES BECAUSE OF BODILY INJURY SUSTAINED BY ANY ONE**

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PERSON IN ANY ONE MOTOR VEHICLE ACCIDENT, INCLUDING DAMAGES SUSTAINED BY ANYONE ELSE AS A RESULT OF THAT BODILY INJURY.

SUBJECT TO THIS LIMIT FOR EACH PERSON, THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "BODILY INJURY EACH ACCIDENT" IS OUR TOTAL LIMIT OF LIABILITY FOR ALL DAMAGES FOR BODILY INJURY SUSTAINED BY TWO OR MORE PERSONS IN ANY ONE MOTOR VEHICLE ACCIDENT.

THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "PROPERTY DAMAGE EACH ACCIDENT" IS OUR TOTAL LIMIT OF LIABILITY FOR ALL PROPERTY DAMAGE RESULTING FROM ANY ONE VEHICLE ACCIDENT.

THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

- a. COVERED PERSONS;
- b. CLAIMS OR SUITS MADE;
- c. VEHICLES INVOLVED IN AN ACCIDENT OR SHOWN IN THE COVERAGE SUMMARY;
- d. PERSONS WHO SUSTAIN INJURY OR DAMAGE;
- e. VEHICLES INSURED BY THIS OR ANY OTHER POLICY ISSUED BY US OR OTHERS; OR
- f. PREMIUMS PAID FOR THIS COVERAGE.

2. MOTORCYCLE GUEST PASSENGER LIABILITY - THIS LIMIT OF LIABILITY WILL APPLY FOR ANY PERSON OCCUPYING, AS A PASSENGER, A COVERED MOTORCYCLE.

THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR EACH PERSON FOR "MOTORCYCLE GUEST

PASSENGER LIABILITY, BODILY INJURY EACH PERSON" IS OUR TOTAL LIMIT OF LIABILITY FOR ALL DAMAGES BECAUSE OF BODILY INJURY SUSTAINED BY ANY ONE PERSON IN ANY ONE MOTOR VEHICLE ACCIDENT, INCLUDING DAMAGES SUSTAINED BY ANYONE ELSE AS A RESULT OF THAT BODILY INJURY.

SUBJECT TO THIS LIMIT FOR EACH PERSON, THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "MOTORCYCLE GUEST PASSENGER LIABILITY, BODILY INJURY EACH ACCIDENT" IS OUR TOTAL LIMIT OF LIABILITY FOR ALL DAMAGES FOR BODILY INJURY SUSTAINED BY TWO OR MORE PERSONS IN ANY ONE MOTOR VEHICLE ACCIDENT.

THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

- a. COVERED PERSONS;
- b. CLAIMS OR SUITS MADE;
- c. VEHICLES INVOLVED IN AN ACCIDENT OR SHOWN IN THE COVERAGE SUMMARY;
- d. PERSONS WHO SUSTAIN INJURY OR DAMAGE;
- e. VEHICLES INSURED BY THIS OR ANY OTHER POLICY ISSUED BY US; OR
- f. PREMIUMS PAID FOR THIS COVERAGE.

We will defend or settle any claim or suit as *we* decide is appropriate even if the claim or suit is groundless, false or fraudulent. *We* have no duty to defend any suit or settle any claim for ***bodily injury*** or ***property damage*** not covered under this Motor Vehicle Segment.

No one will be entitled to receive payment for the same elements of loss under this coverage and:

1. Medical Expense Coverage; or

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2. UNINSURED/UNDERINSURED MOTORISTS COVERAGE;

provided by this policy.

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 1. is replaced by:

1. **Bodily injury** or **property damage** involving intentional acts or omissions of or at the direction of one or more **covered persons**, if the loss that occurs:
 - a. May reasonably be expected to result from such acts; or
 - b. Is the intended result of such acts.

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 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 exclusions are added:

14. Resulting from criminal acts or omissions of or at the direction of one or more **covered persons**. This exclusion applies even if:
 - a. Such **covered person** lacks the mental capacity to govern his or her conduct; or
 - b. Such **covered person** is not actually charged with or convicted of a crime.

However, this exclusion does not apply to a criminal act or omission that is a violation of a traffic law or motor vehicle law.

15. Punitive or exemplary damages or the cost of defense related to such damages.
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 following provision is added:

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

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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 **LIMIT OF LIABILITY** is replaced by:

LIMIT OF LIABILITY

1. **THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "MEDICAL EXPENSE" IS OUR MAXIMUM LIMIT OF LIABILITY FOR EACH PERSON INJURED IN ANY ONE ACCIDENT. THIS IS THE MOST WE PAY REGARDLESS OF THE NUMBER OF:**
 - a. **COVERED PERSONS;**
 - b. **CLAIMS OR SUITS MADE;**

- c. **VEHICLES INVOLVED IN AN ACCIDENT OR SHOWN IN THE COVERAGE SUMMARY;**
- d. **PERSONS WHO SUSTAIN INJURY OR DAMAGE; OR**
- e. **VEHICLES INSURED BY THIS OR ANY OTHER POLICY ISSUED BY US OR OTHERS.**

LOSSES WE DO NOT COVER

Exclusion 1. is replaced by:

1. Involving intentional acts or omissions of or at the direction of one or more **covered persons**, if the loss that occurs:
 - a. May reasonably be expected to result from such acts; or
 - b. Is the intended result of such acts.

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.

Exclusion 8. is replaced by:

8. **SUSTAINED WHILE OCCUPYING, OR WHEN STRUCK BY, ANY VEHICLE (OTHER THAN A VEHICLE COVERED UNDER PERSONAL LIABILITY - MOTOR VEHICLE) WHICH IS:**
 - a. **OWNED BY YOU; OR**
 - b. **FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.**

Exclusion 9. is replaced by:

9. **SUSTAINED WHILE OCCUPYING, OR WHEN STRUCK BY, ANY VEHICLE (OTHER THAN A VEHICLE COVERED**

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UNDER PERSONAL LIABILITY - MOTOR VEHICLE) WHICH IS:

- a. OWNED BY ANY FAMILY MEMBER;
OR
- b. FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY FAMILY MEMBER.

HOWEVER, THIS EXCLUSION DOES NOT APPLY TO YOU.

Exclusion 12. is replaced by:

12. Resulting from criminal acts or omissions of or at the direction of one or more **covered persons**. This exclusion applies even if:
 - a. Such **covered person** lacks the mental capacity to govern his or her conduct; or
 - b. Such **covered person** is not actually charged with or convicted of a crime.

However, this exclusion does not apply to a criminal act or omission that is a violation of a traffic law or motor vehicle law.

Exclusion 13. is replaced by:

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 following provision is added:

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**.

HOW WE SETTLE PERSONAL LIABILITY - MOTOR VEHICLE AND MEDICAL EXPENSE - MOTOR VEHICLE CLAIMS AND WHAT YOU MUST DO

Provision 3. **SUIT AGAINST US.** is deleted.

PHYSICAL DAMAGE - MOTOR VEHICLE INSURING AGREEMENT

Under provision 1., item a., the following is added:

We will waive **your comprehensive** deductible entirely if **you** choose to repair **your** windshield rather than replace it.

LIMIT OF LIABILITY

Provision 1. is replaced by:

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

Provision 2. is replaced by:

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

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state laws and regulations, for the amount of the betterment.

ADDITIONAL PHYSICAL DAMAGE COVERAGES

In the **ELITE - MOTOR VEHICLE** and **DELUXE - MOTOR VEHICLE** Segments, the following items are added:

Witness Expense Reimbursement

We will pay **your** reasonable expenses and any lost wages **you** incur as a result of **your** appearance at a trial as a prosecution witness. This must result from a person being charged with committing an illegal act related to a covered **PHYSICAL DAMAGE - MOTOR VEHICLE** loss.

Reimbursement is subject to \$25 a day for reasonable expenses and \$50 a day for lost wages up to a maximum of \$300. The deductible does not apply.

Reward Coverage

We pay 10% of the amount of loss up to a maximum of \$1,000 to anyone providing information leading to the arrest and conviction of anyone:

1. Who perpetrates an arson loss to **your** covered **motor vehicle**; or
2. Who robs, steals or burglarizes **your** covered **motor vehicle**.

We also pay anyone providing assistance in the recovery of stolen property, 10% of the value of the recovered property, up to a maximum of \$1,000. The deductible does not apply.

In the **SPECIAL - MOTOR VEHICLE** Segment, the following items are added:

4. Witness Expense Reimbursement

We will pay **your** reasonable expenses and any lost wages **you** incur as a result of **your** appearance at a trial as a prosecution witness. This must result from a person being charged with committing an illegal act related

to a covered **PHYSICAL DAMAGE - MOTOR VEHICLE** loss.

Reimbursement is subject to \$25 a day for reasonable expenses and \$50 a day for lost wages up to a maximum of \$300. The deductible does not apply.

5. Reward Coverage

We pay 10% of the amount of loss up to a maximum of \$1,000 to anyone providing information leading to the arrest and conviction of anyone:

1. Who perpetrates an arson loss to **your** covered **motor vehicle**; or
2. Who robs, steals or burglarizes **your** covered **motor vehicle**.

We also pay anyone providing assistance in the recovery of stolen property, 10% of the value of the recovered property, up to a maximum of \$1,000. The deductible does not apply.

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.

Exclusion 13. is replaced by:

13. Loss involving intentional acts or omissions of or at the direction of one or more **family members**, if the loss that occurs:

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- a. May reasonably be expected to result from such acts; or
- b. Is the intended result of such acts.

The following exclusions are added:

15. Loss resulting from criminal acts or omissions of or at the direction of one or more **family members**. This exclusion applies even if:
 - a. Such **family member** lacks the mental capacity to govern his or her conduct; or
 - b. Such **family member** is not actually charged with or convicted of a crime.

However, this exclusion does not apply to a criminal act or omission that is a violation of a traffic law or motor vehicle law.

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. 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 commenced within one year after the date of loss.

In the **ELITE - MOTOR VEHICLE** Segment, the following provision is added:

8. Cost of Preparing Proof of Loss

We will pay up to \$2,000 for the reasonable expenses incurred by **you** or any **covered**

person, for any outside services necessary to prepare proof of **your** loss or other exhibits required by this policy. This includes:

- a. Repair estimates;
- b. Accounting services;
- c. Appraisals; or
- d. Other necessary services performed for **you** or any **covered person**, by others.

However, **we** will not pay for any legal services or the services of a public adjuster.

In the **DELUXE - MOTOR VEHICLE** and **SPECIAL - MOTOR VEHICLE** Segments, the following provision is added:

8. Cost of Preparing Proof of Loss

We will pay up to \$250 for the reasonable expenses incurred by **you** or any **covered person**, for any outside services necessary to prepare proof of **your** loss or other exhibits required by this policy. This includes:

- a. Repair estimates;
- b. Accounting services;
- c. Appraisals; or
- d. Other necessary services performed for **you** or any **covered person**, by others.

However, **we** will not pay for any legal services or the services of a public adjuster.

GENERAL PROVISIONS - MOTOR VEHICLE

Under provision 3. **TERMINATION**, the **Cancellation**. item, sub-item b. is replaced by:

- b. **We** may cancel for the reasons and with the number of days' notice stated below by letting **you** know in writing of the date. This cancellation may be delivered to **you**, or mailed to **you** by First Class Mail or Certified Mail at the address last known by **us**. Proof of mailing will be sufficient proof of notice.

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Under provision **3. TERMINATION**, the **Nonrenewal** item is replaced by:

Nonrenewal.

- a. **We** may elect not to renew this Segment. **We** may do so by delivering to **you**, or mailing by first class mail or certified mail to **you** at the address last known by **us**, written notice at least 30 days before the expiration date of this policy.
- b. Proof of mailing will be sufficient proof of notice.
- c. If the policy period is:
 - (1) Less than six months, **we** will have the right not to renew or continue this policy every six months after its original effective date.
 - (2) One year or longer, **we** will have the right not to renew or continue this policy at each anniversary of its original effective date.

Under provision **5. OTHER INSURANCE**, the following exceptions are added:

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 except as indicated in provisions **2.** and **3.** below.
2. 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 a **covered person**:

- a. Is operating the vehicle; and
- b. Is neither the person engaged in such **business** nor that person's employee or agent.

3. If the vehicle **you** do not own is a rental private passenger **automobile**, the following priorities of recovery apply:
 - a. First priority: Any source of recovery purchased as an option from the owner of the rental private passenger **automobile**.
 - b. Second priority: Any policy affording Liability Coverage to the "insured" as a named insured or "family member".
 - c. Third priority: Any policy affording Liability Coverage to the owner of the rental private passenger **automobile**.
4. 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.

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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.**

Provision c. **SUBROGATION** is replaced by:

13. SUBROGATION

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:

- a. Whatever is necessary to enable **us** to exercise **our** rights; and
- b. Nothing after loss to prejudice them.

However, **our** rights in this paragraph do not apply:

- a. Under **PHYSICAL DAMAGE - MOTOR VEHICLE** against any person using a covered **motor vehicle** with a reasonable belief that that person is entitled to do so; and
- b. Under the definition of **Underinsured Motor Vehicle** in the **UNINSURED/ UNDERINSURED MOTORISTS COVERAGE** endorsement.

With respect to any **motor vehicle** to which this policy applies, any person that **we** make payment to under this policy that recovers damages from another shall:

- a. Hold in trust for **us** any proceeds from the recovery; and
- b. Reimburse **us** to the extent of **our** payment.

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

Provision e. **TWO OR MORE MOTOR VEHICLES POLICIES** is replaced by:

15. TWO OR MORE MOTOR VEHICLE POLICIES

IF THIS POLICY AND ANY OTHER MOTOR VEHICLE 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 LIMIT OF LIABILITY UNDER ANY ONE POLICY.

THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

- a. **COVERED PERSONS;**
- b. **CLAIMS MADE;**
- c. **VEHICLES OR PREMIUMS SHOWN IN THE COVERAGE SUMMARY; OR**
- d. **VEHICLES INVOLVED IN THE ACCIDENT.**

The following provisions are added:

16. 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

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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.

17. 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.

18. 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 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.

19. 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

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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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