

## 6928A.2 AMENDATORY ENDORSEMENT

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This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. The word “spouse”, wherever it may appear, is changed to read “spouse or domestic partner in a domestic partnership that is valid under Nevada law.”
  2. **THIS POLICY**  
Item 5. is changed to read:  
*Your* purchase of this policy may allow:
    - a. *you* to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the *State Farm Companies*, subject to their applicable eligibility rules; or
    - b. the premium or price for other products or services purchased by *you*, including non-insurance products or services, to vary. Such other products or services must be provided by the *State Farm Companies* or by an organization that has entered into an agreement or contract with the *State Farm Companies*. The *State Farm Companies* do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.
  3. **DEFINITIONS**  
*Resident Relative* is changed to read:  
*Resident Relative* means a *person*, other than *you*, who resides primarily with the first *person* shown as a named insured on the Declarations Page and who is:
    1. related to:
      - a. that named insured;
      - b. that named insured’s spouse; or
      - c. that named insured’s domestic partner in a domestic partnership that is valid under Nevada law;
  2. a ward or a foster child of:
    - a. that named insured;
    - b. that named insured’s spouse;
    - c. that named insured’s domestic partner in a domestic partnership that is valid under Nevada law; or
    - d. a *person* described in 1. above.
4. **LIABILITY COVERAGE**
  - a. **Insuring Agreement and Supplementary Payments** are replaced by the following:  
**Insuring Agreement**
    1. *We* will pay damages an *insured* becomes legally liable to pay because of:
      - a. *bodily injury* to others; and
      - b. damage to property caused by an accident that involves a vehicle for which that

*insured* is provided Liability Coverage by this policy.

2. **We** have the right to:
  - a. investigate, negotiate, and settle any claim or lawsuit;
  - b. defend an *insured* in any claim or lawsuit, with attorneys chosen by **us**; and
  - c. appeal any award or legal decisionfor damages payable under this policy's Liability Coverage.

#### Supplementary Payments

**We** will pay, in addition to the damages described in the **Insuring Agreement** of this policy's Liability Coverage, those items listed below that result from such accident:

1. Attorney fees for attorneys chosen by **us** to defend an *insured* who is sued for such damages. **We** have no duty to pay attorney fees incurred after **we** deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Liability Coverage;
2. Court costs awarded by the court against an *insured* and resulting from that part of the lawsuit:
  - a. that seeks damages payable under this policy's Liability Coverage; and
  - b. against which **we** defend an *insured* with attorneys chosen by **us**.

**We** have no duty to pay court costs incurred after **we** deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Liability Coverage;

3. Interest the *insured* is legally liable to pay on damages payable under the **Insuring Agreement** of this policy's Liability Coverage:
  - a. before a judgment, but only the interest on the lesser of:
    - (1) that part of the damages **we** pay; or
    - (2) this policy's applicable Liability Coverage limit; and
  - b. after a judgment.

**We** have no duty to pay interest that accrues after **we** deposit in court, pay, or offer to pay, the amount due under the **Insuring Agreement** of this policy's Liability Coverage. **We** also have no duty to pay interest that accrues on any damages paid or payable by a party other than the *insured* or **us**;

4. Premiums for bonds, provided by a company chosen by **us**, required to appeal a decision in a lawsuit against an *insured*. **We** have no duty to:
  - a. pay for any bond with a face amount that exceeds this policy's applicable Liability Coverage limit;
  - b. furnish or apply for any bonds; or
  - c. pay premiums for bonds purchased after **we** deposit in court, pay, or offer to pay, the amount due under the **Insuring Agreement** of this policy's Liability Coverage; and

5. The following costs and expenses if related to and incurred after a lawsuit has been filed against an **insured**:

a. Loss of wages or salary, but not other income, up to \$200 for each day an **insured** attends, at **our** request:

- (1) an arbitration;
- (2) a mediation; or
- (3) a trial of a lawsuit; and

b. Reasonable expenses incurred by an **insured** at **our** request other than loss of wages, salary, or other income.

The amount of any of the costs or expenses listed above that are incurred by an **insured** must be reported to **us** before **we** will pay such incurred costs or expenses.

**b. Exclusions**

(1) The exception to exclusion 7. is changed to read:

This exclusion does not apply to:

- a. **you**;
- b. any **resident relative**; or
- c. any agent, employee, or business partner of a. or b. above

while maintaining or using **your car**, a **newly acquired car**, a **temporary substitute car**, or a **trailer owned by you**;

(2) The exception to exclusion 10. is changed to read:

This exclusion does not apply to damage to a:

- a. motor vehicle **owned by** the employer of **you** or any **resident relative** if such damage is caused by an **insured** while operating another motor vehicle;
- b. residence while rented or leased to an **insured**; or
- c. private garage while rented to or leased to an **insured**;

**5. MEDICAL PAYMENTS COVERAGE**

**Exclusions**

The exception to exclusion 5. is changed to read:

This exclusion does not apply to:

- a. **you**;
- b. any **resident relative**; or
- c. any agent, employee, or business partner of a. or b. above

while maintaining or using **your car**, a **newly acquired car**, a **temporary substitute car**, or a **trailer owned by you**;

**6. UNINSURED MOTOR VEHICLE COVERAGE**

**a. Limits**

Item 3. is changed to read:

3. Any amount payable under Uninsured Motor Vehicle Coverage will be reduced by amounts that:

- a. have already been paid;
- b. could have been paid; or
- c. could be paid

to or for the **insured** under any workers' compensation law, disability benefits law, or similar

law. This does not apply if the *insured* is *your* employee.

b. **Exclusions**

Exclusion 2. is changed to read:

2. FOR AN *INSURED* WHO SUSTAINS *BODILY INJURY* WHILE *OCCUPYING A CAR* OR MOTOR VEHICLE *OWNED BY YOU* OR ANY *RESIDENT RELATIVE* IF IT IS NOT *YOUR CAR* OR A *NEWLY ACQUIRED CAR* TO THE EXTENT THE LIMITS OF THIS COVERAGE EXCEED THE MINIMUM LIMITS REQUIRED BY LAW FOR *BODILY INJURY LIABILITY* COVERAGE. THE MINIMUM LIMITS REQUIRED BY LAW FOR *BODILY INJURY LIABILITY* COVERAGE IN NEVADA ARE \$25,000 PER PERSON AND, SUBJECT TO THE PER PERSON LIMIT, \$50,000 PER ACCIDENT.

This exclusion does not apply to the first *person* shown as a named insured on the Declarations Page and that named insured's spouse who resides primarily with that named insured, while *occupying* a motor vehicle not *owned by* one or both of them;

7. **GENERAL TERMS**

- a. The following is added to 2. **Where Coverage Applies:**

Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage apply anywhere in the world.

- b. The following is added:

**Limited Coverage in Mexico**

This policy does not provide Mexican auto insurance and does not comply with Mexican auto insurance requirements. If *you* or any other *insured* plan to drive in Mexico, then auto insurance providing coverage in Mexico should be purchased from a Mexican insurance company.

Subject to the above paragraph, the following coverages apply in Mexico, but only for accidents and *losses* that occur in Mexico within 50 miles of the United States of America border and only for *insureds* as defined under each of the following coverages:

a. **Liability Coverage**

For claims brought against an *insured* in Mexico, the **Supplementary Payments** provision of this policy's Liability Coverage is changed to read:

*We* may, in addition to the damages described in item 1. of the **Insuring Agreement** of this policy's Liability Coverage, pay or reimburse, at our option, reasonable attorney fees for an attorney licensed in Mexico to appear for and provide advice to *insureds* as defined under this policy's Liability Coverage. The amount of such attorney fees incurred by an *insured* must be reported to *us* before *we* will make payment.

- b. **Medical Payments Coverage**  
c. **Physical Damage Coverages**

Any amount payable for the repair or replacement of the *covered vehicle* under the **Limits and Loss Settlement – Comprehensive Coverage and Collision Coverage** provision of this policy will be limited to the cost to repair or replace the *covered vehicle* in the United States of America.

**WE HAVE NO DUTY TO PROVIDE A DEFENSE FOR YOU OR ANY OTHER INSURED IN ANY CRIMINAL, CIVIL, OR OTHER ACTION.**

**WE HAVE NO DUTY TO PAY ANY CLAIM OR COST THAT WOULD NOT BE PAYABLE UNDER THIS POLICY IF THE ACCIDENT OR LOSS HAD OCCURRED IN THE STATE OF NEVADA IN THE UNITED STATES OF AMERICA.**

All other policy provisions not in conflict with the provisions in this **Limited Coverage in Mexico** provision of this policy apply.

#### **If Other Coverage Applies**

Any coverage provided by this **Limited Coverage in Mexico** provision is excess over any other applicable insurance.

#### **Legal Action Against Us**

Any legal action against *us* arising out of an accident or *loss* occurring in Mexico must be brought in a court that has jurisdiction in the state of Nevada in the United States of America.

c. Paragraph c. of 5. **Premium** is changed to read:

c. The premium for this policy may vary based upon:

- (1) the purchase of other products or services from the **State Farm Companies**;
- (2) the purchase of products or services from an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
- (3) an agreement, concerning the insurance provided by this policy, that the **State Farm Companies** has with an organization of which *you* are a member, employee, subscriber, licensee, or franchisee.

d. Item d. (3) under 5. **Premium** is changed to read:

- (3) *Your* marital status or *your* status as to any domestic partnership that is valid under Nevada law; or

e. 7. **Nonrenewal** is changed to read:

#### **7. Nonrenewal**

If *we* decide not to renew this policy, then *we* will mail or deliver a nonrenewal notice to the most recent policy address *we* have on record for the named insured who is shown on the Declarations Page, at least:

- a. 30 days before the end of the current policy period if *your car*:

- (1) is not a commercial vehicle; and
- (2) is not used in business; or
- b. 60 days before the end of the current policy period if ***your car***:
  - (1) is a commercial vehicle; or
  - (2) is used in business.
- f. The first paragraph of b. **How and When We May Cancel** of 8. **Cancellation** is changed to read:

*We* may cancel this policy by mailing or delivering a written notice to the most recent policy address that *we* have on record for the named insured who is shown on the Declarations Page. The notice will provide the date cancellation is effective.