# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **NEVADA CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

# I. Changes In Conditions

- A. For a covered "auto" licensed in, or "garage operations" conducted in, Nevada, the Other Insurance Condition is changed by adding the following:
  - 1. When two coverage forms providing liability coverage apply to an "auto" and:
    - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos"; and
    - **b.** The other provides coverage to a person not engaged in that business; and
    - c. At the time of an "accident", a person described in 1.b. is operating the "auto"; then

that person's liability insurance is primary and the coverage form issued to a business described in **1.a.** is excess over any insurance available to that person.

- 2. When two coverage forms providing liability coverage apply to an "auto" and:
  - a. One provides coverage to a Named Insured engaged in the business of repairing or servicing "autos"; and
  - **b.** The other provides coverage to a person not engaged in that business; and
  - c. At the time of an "accident", a person described in 2.b. is operating an "auto" owned by the business described in 2.a. as a temporary substitute auto while that person's "auto" is being repaired or serviced by the business described in 2.a.; then

that person's liability coverage is primary and the coverage form issued to the business described in **2.a.** is excess over any insurance available to that person.

B. The Transfer Of Rights Of Recovery Against Others To Us Condition is amended as follows:

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to Medical Payments.

#### **II.** Anti-stacking Provisions

The contrasting type contained in this endorsement is in compliance with Nevada statutory requirements that anti-stacking provisions be prominently displayed in the policy, binder or endorsement.

- **A.** Exclusions **2.** and **3.** in the Auto Medical Payments Coverage Endorsement are replaced by the following:
  - 2. "BODILY INJURY" SUSTAINED BY YOU OR ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY YOU OR FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.
  - 3. "BODILY INJURY" SUSTAINED BY ANY "FAMILY MEMBER" WHILE "OCCUPY-ING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY OR FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY "FAMILY MEMBER".

B. The first paragraph of the Limit Of Insurance
Provision in Section II – Liability Coverage in
the Business Auto Coverage Form, Motor
Carrier Coverage Form and Truckers
Coverage Form is replaced by the following:

#### LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

- C. The first four paragraphs of the Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" Provision in Section II – Liability Coverage in the Garage Coverage Form are replaced by the following:
  - 1. AGGREGATE LIMIT OF INSURANCE –
    "GARAGE OPERATIONS" OTHER
    THAN COVERED "AUTOS"

FOR "GARAGE OPERATIONS" OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR THE SUM OF ALL DAM-AGES INVOLVING "GARAGE OPERA-TIONS" OTHER THAN COVERED "AUTOS" IS THE AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

DAMAGES PAYABLE UNDER THE AGGREGATE LIMIT OF INSURANCE — "GARAGE OPERATIONS" — OTHER THAN COVERED "AUTOS" CONSIST OF DAMAGES RESULTING FROM "GARAGE OPERATIONS", OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF THE "AUTOS" INDICATED IN SECTION I OF THIS COVERAGE FORM AS COVERED "AUTOS", INCLUDING THE FOLLOWING COVERAGES, IF PROVIDED BY ENDORSEMENT:

- a. "PERSONAL INJURY" LIABILITY COVERAGE;
- b. "PERSONAL AND ADVERTISING IN-JURY" LIABILITY COVERAGE;
- c. HOST LIQUOR LIABILITY COVER-AGE;
- d. DAMAGE TO RENTED PREMISES LI-ABILITY COVERAGE:
- e. INCIDENTAL MEDICAL MALPRAC-TICE LIABILITY COVERAGE;
- f. NON-OWNED WATERCRAFT COV-ERAGE;
- g. BROAD FORM PRODUCTS COVER-AGE.

DAMAGES PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - COVERED "AUTOS".

SUBJECT TO THE ABOVE, THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ALL "BODILY INJURY" AND "PROPERTY DAMAGE" RESULTING FROM ANY ONE "ACCIDENT" IS THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

- D. The first two paragraphs of the Limit Of Insurance "Garage Operations" Covered "Autos" Provision in Section II Liability Coverage in the Garage Coverage Form are replaced by the following:
  - 2. LIMIT OF INSURANCE "GARAGE OPERATIONS" COVERED "AUTOS"

FOR "ACCIDENTS" RESULTING FROM "GARAGE OPERATIONS" INVOLVING THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS". PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCI-DENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EX-PENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" INVOLVING A COVERED "AUTO" IS THE EACH "AC-CIDENT" LIMIT OF INSURANCE - "GA-RAGE OPERATIONS" - COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS".

**E.** The **Limit Of Insurance** Provision in the Auto Medical Payments Coverage Endorsement is replaced by the following:

#### LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH "INSURED" INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF AUTO MEDICAL PAYMENTS SHOWN IN THE DECLARATIONS.

**F.** Paragraph **1.** of the **Limit Of Insurance And Deductible** Provision in the Garagekeepers Coverage Endorsement is replaced by the following:

#### LIMIT OF INSURANCE AND DEDUCTIBLE

- 1. REGARDLESS OF THE NUMBER OF "CUSTOMER'S AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR "SUITS" BROUGHT, THE MOST WE WILL PAY FOR "LOSS" AT EACH LOCATION IS THE GARAGEKEEPERS COVERAGE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR THAT LOCATION. PRIOR TO THE APPLICATION OF THIS LIMIT, THE DAMAGES FOR "LOSS" THAT WOULD OTHERWISE BE PAYABLE WILL BE REDUCED BY THE APPLICABLE DEDUCTIBLES FOR "LOSS" CAUSED BY
  - a. COLLISION; OR
  - b. WITH RESPECT TO GARAGEKEEP-ERS COVERAGE COMPREHENSIVE OR SPECIFIED CAUSES OF LOSS COVERAGE:
    - (1) THEFT OR MISCHIEF OR VANDALISM; OR
    - (2) ALL PERILS.
- **G.** The **Limit Of Insurance** Provision in the Transportation Of Seasonal Or Migrant Agricultural Workers Endorsement is replaced by the following:

#### **LIMIT OF INSURANCE**

REGARDLESS OF THE NUMBER "AUTOS", COVERED "INSUREDS" PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT" THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ANY ONE PERSON CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR "ACCIDENT".

**H.** The **Limit Of Insurance** Provision in the Garage Locations And Operations Medical Payments Coverage Endorsement is replaced by the following:

## LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF PERSONS WHO SUSTAIN "BODILY INJURY", PREMIUMS PAID, OR CLAIMS MADE, THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH PERSON INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF MEDICAL PAYMENTS INSURANCE SHOWN IN THE DECLARATIONS.

I. The following is added to the Aggregate Limit
 Of Insurance – "Garage Operations" – Other
 Than Covered "Autos" Provision in Section II
 Liability Coverage for the Personal Injury
 Liability Coverage – Garages Endorsement:

SUBJECT TO THE AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" -OTHER THAN "AUTO" AND REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PER-ORGANIZATIONS SONS OR CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR ALL DAMAGES BE-CAUSE OF ALL "PERSONAL INJURY" SUSTAINED BY ANY ONE PERSON OR ORGANIZATION IS THE PERSONAL IN-JURY LIMIT OF INSURANCE SHOWN IN THE SCHEDULE OF THE PERSONAL IN-JURY LIABILITY COVERAGE - GARAGES ENDORSEMENT.

J. Paragraph 8. of General Conditions in the Business Auto Coverage Form, Motor Carrier Coverage Form, Truckers Coverage Form and Garage Coverage Form is replaced by the following:

# TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

IF THIS COVERAGE FORM AND ANY OTHER COVERAGE FORM OR POLICY IS-SUED TO YOU BY US OR ANY COMPANY AFFILIATED WITH US APPLY TO THE SAME "ACCIDENT", THE AGGREGATE MAXIMUM LIMIT OF INSURANCE UNDER ALL THE COVERAGE FORMS OR POLICIES SHALL NOT EXCEED THE HIGHEST AP-PLICABLE SINGLE VEHICLE LIMIT OF IN-SURANCE UNDER ANY ONE COVERAGE FORM OR POLICY REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUR-EDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT". THIS CONDITION DOES NOT APPLY TO ANY COVERAGE FORM OR POLICY IS-SUED BY US OR AN AFFILIATED COM-PANY SPECIFICALLY TO APPLY AS EX-**CESS INSURANCE OVER THIS COVERAGE** FORM.