

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Physical Damage Coverage

Paragraph **C. Limits Of Insurance** is changed by adding the following:

If a "loss" to your covered "auto" is also payable as damages under the liability coverage of another Coverage Form or policy issued by us, we will pay for such damage or "loss" only once, either under this Coverage Form or the liability coverage of the other Coverage Form or policy issued by us.

B. Changes In Conditions

1. The Appraisal For Physical Damage Loss Condition is replaced by the following:

Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", both parties may agree in writing to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following: Misrepresentation Or Breach Of Condition Or Warranty

- a. A misrepresentation or warranty made by you or on your behalf in the negotiation of or application for this Coverage Part will void this policy if:

- (1) It is material;
- (2) It is made with the intent to deceive;
- (3) We rely on it; and
- (4) We are deceived to our injury.

- b. A breach of warranty or condition will void the policy if such breach exists at the time of "loss" and contributes to the "loss".

3. The Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are revised by the addition of the following:

When this Coverage Form and any other Coverage Form or policy providing liability and/or physical damage insurance apply with respect to an "accident" or "loss" involving a "loaned vehicle", and such Coverage Forms or policies have a mutually repugnant clause regarding primary coverage, and:

- a. One provides coverage to a licensed seller or dealer that owns the "loaned vehicle"; and

- b. The other provides coverage to the operator of the "loaned vehicle"; and
- c. At the time of such "accident" or "loss", the operator's liability and/or physical damage insurance as described in Paragraph **b.** is primary and the licensed seller or dealer's liability and/or physical damage insurance described in Paragraph **a.** is excess over any insurance available to that operator.

C. Additional Definitions

As used in this endorsement:

"Loaned vehicle" means a covered "auto" which is provided for use as a temporary substitute without a direct charge to an insured operator by a licensed seller or dealer for use while the insured operator's covered "auto" is being serviced, repaired or inspected by such seller or dealer until such "auto" is returned to the licensed seller or dealer.