

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**AMENDMENT OF POLICY PROVISIONS – MICHIGAN**

**I. Definitions**

**A.** The definitions of "you" and "your" are replaced by the following:

Throughout this Policy, "you" and "your" refer to:

- 1. The "named insured" shown in the Declarations; and
- 2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this Policy, the spouse will be considered "you" and "your" under this Policy but only until the earlier of:

- a. The effective date of another policy listing the spouse as a "named insured"; or
- b. The end of the policy period.

**B.** The following definition is added:

- 1. Throughout the Policy, "minimum limits" refers to the following limits of liability as required by Michigan law, to be provided under a policy of automobile liability insurance.
  - a. \$50,000 for each person, subject to \$100,000 for each accident, with respect to "bodily injury"; and
  - b. \$10,000 for each accident with respect to "property damage".

**C.** Paragraph **C.** is replaced by the following:

- C.** For purposes of this Policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
  - 1. Under a written agreement to that person; and
  - 2. For a continuous period that is greater than 30 days.

**II. Part A – Liability Coverage**

**SCHEDULE**

<input type="checkbox"/> Additional Property Damage Liability Coverage applies.
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**A.** Paragraph **A.** of the **Insuring Agreement** is replaced by the following:

- A.** We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this Policy.

**B.** The following paragraph is added to the **Supplementary Payments** Provision:

- We will pay on behalf of an "insured":
- 6. Prejudgment interest awarded against the "insured" on that part of the judgment we pay.

**C.** Exclusion **A.1.** is replaced by the following:

- We do not provide Liability Coverage for any "insured":
- 1. Who intentionally causes "bodily injury" or "property damage" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Michigan Financial Responsibility Act.

**D. Exclusion A.5. is replaced by the following:**

We do not provide Liability Coverage for any "insured":

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion **(A.5.)** does not apply:

- a. To a share-the-expense car pool;
- b. To the ownership or operation of a vehicle while it is being used for volunteer or charitable purposes; or
- c. When reimbursement for normal operating expenses is received.

**E. Exclusion B.4. is replaced by the following:**

We do not provide Liability Coverage for the ownership, maintenance or use of:

4. Any vehicle, located inside a facility designed for racing, for the purpose of:
- a. Participating or competing in; or
  - b. Practicing or preparing for;
- any prearranged or organized:
- (1) Racing or speed contest; or
  - (2) Driver skill training or driver skill event.

This exclusion **(B.4.)** does not apply to "your covered auto" with respect to coverage up to the minimum limits of liability required by the financial responsibility law of Michigan.

**F. The following exclusion is added with respect to vehicles subject to Section 500.3101 of the Michigan Insurance Code:**

We do not provide Liability Coverage for any "insured" for damage to a motor vehicle as a result of an auto accident occurring in Michigan.

**G. The following provision is added:**

**Additional Property Damage Liability Coverage**

If the Schedule or the Declarations indicates that Additional Property Damage Liability Coverage applies, we will pay:

- 1. Up to \$3,000 for damage to a motor vehicle for which an "insured" becomes legally responsible because of an auto accident occurring in Michigan and arising out of the use of "your covered auto". This coverage applies only if "your covered auto" is subject to Section 500.3101 of the Michigan Insurance Code.
- 2. Only to the extent that there is no insurance available, except for the insurance provided by this endorsement, to pay for the damage to the motor vehicle for which the "insured" is legally responsible.

**III. Part B – Medical Payments Coverage**

Exclusion 2. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

- 2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion **(2.)** does not apply:
  - a. To a share-the-expense car pool;
  - b. While "your covered auto" is being used for volunteer or charitable purposes; or
  - c. When reimbursement for normal operating expenses is received.

#### IV. Part C – Uninsured Motorists Coverage

A. Paragraph A. of the **Insuring Agreement** is replaced by the following:

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit is not binding on us unless:

1. We provided our written consent;
2. Our consent was requested and we did not respond within a reasonable amount of time; or
3. Our consent was unreasonably withheld.

B. Paragraph 3. of the definition of "uninsured motor vehicle" of Part C is replaced by the following:

"Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or causes an object to hit:
  - a. You or any "family member";
  - b. A vehicle which you or any "family member" is "occupying"; or
  - c. "Your covered auto".

If there is no direct physical contact with the hit-and-run vehicle, the facts of the accident must be proved. We will only accept competent evidence other than the testimony of a person making a claim under this or any similar coverage.

C. Exclusion B.2. is replaced by the following:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion **(B.2.)** does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" is being used for volunteer or charitable purposes; or
- c. When reimbursement for normal operating expenses is received.

#### V. Part D – Coverage For Damage To Your Auto

Exclusion 1. is replaced by the following:

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" or any "non-owned auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion **(1.)** does not apply:
  - a. To a share-the-expense car pool;
  - b. While "your covered auto" or any "non-owned auto" is being used for volunteer or charitable purposes; or
  - c. When reimbursement for normal operating expenses is received.

## VI. Part E – Duties After An Accident Or Loss

The following is added to Paragraph **A.** of Part **E.**:

Notice to our authorized representative is considered notice to us. Failure to give any notice required by this Policy shall not invalidate any claim made by a person seeking coverage if it shall be shown not to have been reasonably possible to give such notice promptly and that notice was given as soon as was reasonably possible.

## VII. Part F – General Provisions

**A.** Paragraph **A.** of the **Legal Action Against Us** Provision is replaced by the following:

**A.** No legal action may be brought against us until:

1. There has been full compliance with all the terms of this Policy; and
2. With respect to Part **A.**:
  - a. We agree in writing that the "insured" has an obligation to pay; or
  - b. The amount of that obligation has been finally determined by judgment after trial.

This paragraph **(A.2.)** does not apply if we fail to respond within a reasonable time after a written request as to whether we agree that the "insured" has an obligation to pay.

**B.** The following is added to the **Our Right To Recover Payment** Provision with respect to Uninsured Motorists Coverage:

We shall be entitled to recovery under Paragraph **B.** only after the person has been fully compensated for damages by another party.

## VIII. Underinsured Motorists Coverage Endorsement

If the Underinsured Motorists Coverage endorsement is attached to this Policy, the provisions of the Underinsured Motorists Coverage endorsement apply except as follows:

**A.** Exclusion **B.1.** is replaced by the following:

We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion **(B.1.)** does not apply:

- a. To a share-the-expense car pool;
- b. While "your covered auto" is being used for volunteer or charitable purposes; or
- c. When reimbursement for normal operating expenses is received.

**B.** Paragraph **B.** of the **Limit Of Liability** Provision is replaced by the following:

**B.** The limit of liability shall be reduced by all sums paid because of "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A** of this Policy if Part **A** payments cover the same elements of loss for which a person is entitled to receive payment under this coverage.