ALASKA CHANGES

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This endorsement modifies coverage 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 Covered Autos Liability Coverage

Exclusion **B.12. War** is replaced by the following:

12. War

"Bodily injury" or "property damage" arising out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

B. Changes In Physical Damage Coverage

1. If the Declarations indicates that Physical Damage Coverage is provided for covered "autos" and that Covered Autos Liability Coverage is not provided for covered "autos", the following statement applies:

**THIS COVERAGE FORM PROVIDES INSURANCE ONLY AGAINST DAMAGE TO THE "AUTO". THIS COVERAGE FORM DOES NOT INSURE AGAINST "BODILY INJURY" OR "PROPERTY DAMAGE" LIABILITY AND DOES NOT SATISFY   
THE MANDATORY INSURANCE REQUIREMENTS OF AS 28.22.011.**

2. The lead-in to Paragraph B.1. Exclusions in the Physical Damage Coverage Section is replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following:

C. Changes In Conditions

1. The lead-in to the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

We have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us:

2. Paragraph c.(4) of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

(4) Agree to examinations under oath at our request and give us a signed statement of your answers. You are entitled to have counsel present during any examination taken under oath.

3. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case involving misrepresentations, omissions, concealment of facts, or incorrect statements:

a. That are fraudulent;

b. That are material either to the acceptance of the risk, or to the hazard assumed by us; or

c. If we, in good faith, would not have:

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(1) Issued the policy or contract;

(2) Issued a policy or contract in as large an amount, or at the same premium or rate; or

(3) Provided coverage with respect to the hazard resulting in the loss;

if the true facts had been made known to us as required either by the application for the policy or contract or otherwise.

However, this provision does not apply, but only up to the compulsory or financial responsibility limits required by Alaska law, if an "accident" results in a third-party liability claim against the "insured" under this Coverage Form.

4. With respect to vehicles rented in the United States or Canada, 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 replaced by the following:

a. Payments from applicable coverage provided under liability coverage and/or physical damage coverage for vehicles rented in the United States or Canada will be made in the following order of priority:

(1) From a policy or coverage purchased by the operator from the owner of the rental vehicle;

(2) From a personal policy of liability and/or physical damage coverage insuring the operator of a rented vehicle; and

(3) From the policy or coverage insuring the owner of the rental vehicle as the named insured.

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

5. Paragraph 5.a. of the Other Insurance Condition in the Business Auto Coverage Form is replaced by the following:

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you do not own, the insurance provided by this Coverage Form is excess. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

6. The Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form is amended as follows:

a. Paragraph 5.a.(1) is replaced by the following:

(1) Excess unless Paragraph (2) applies.

b. Paragraph 5.b.(2) is replaced by the following:

(2) Excess if a written agreement between the lessor and you requires the lessor to hold you harmless.

7. The Two Or More Coverage Forms Or Policies Issued By Us Condition does not apply.

D. Changes In Garagekeepers Coverage

If the Garagekeepers Coverage endorsement or the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, then Exclusion **3.** is replaced by the following:

3. We will not pay for "loss" caused by or resulting from the following:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

E. Changes In Auto Medical Payments Coverage

If the Auto Medical Payments Coverage endorsement is attached, then the endorsement is amended as follows:

1. Exclusion C.6. is replaced by the following:

This insurance does not apply to:

6. "Bodily injury" arising out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Paragraph E.2. of the Changes In Conditions provision is replaced by the following:

2. With respect to the coverage provided under this endorsement, for any covered "auto" you do not own, the Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are excess to other auto medical payments insurance.

F. Changes In Trailer Interchange Coverage

If the Motor Carrier Coverage Form or the Trailer Interchange Coverage endorsement is attached, then Exclusion **B.1.** is replaced by the following:

1. We will not pay for "loss" caused by or resulting from any of the following:

G. Changes In Silica Or Silica-related Dust Exclusion For Covered Autos Exposure

If the Silica Or Silica-related Dust Exclusion For Covered Autos Exposure endorsement is attached, then Paragraph **A.** is replaced by the following:

Silica Or Silica-related Dust Exclusion For Covered Autos Exposure

This insurance does not apply to:

1. "Bodily injury" arising out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

2. "Property damage" arising out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

H. Changes In Motor Carriers – Excess Coverage For The Named Insured And Named Lessors For Leased Autos

If the Motor Carriers – Excess Coverage For The Named Insured And Named Lessors For Leased Autos endorsement is attached, then the lead-in to Paragraph **A.** is replaced by the following:

A. For a covered "auto" leased to you by the lessor named in the Schedule, Covered Autos Liability Coverage is excess while:

I. Changes In Leasing Or Rental Concerns – Contingent Coverage

If the Leasing Or Rental Concerns – Contingent Coverage endorsement is attached, then Paragraph **A.5.** is replaced by the following:

5. The insurance provided by this endorsement is excess.